

Signeasy API TERMS OF SERVICE

1. Acceptance of Terms

By clicking accept where such option is made available to you or by using or accessing the Signeasy application programming interface ("Signeasy API") and the document sending and signature capabilities offered in connection with the Signeasy API (together with the Signeasy API, the "Services") offered by Signeasy ("Signeasy," as further defined below, "we," "us," and/or "our"), in any manner, including, but not limited to contributing content, information, or other materials to the Services, you ("you," the "Subscriber," "Administrator," or "Authorized User," as further defined below), acknowledge and agree to these legally binding rules (the "Terms," or "Agreement").

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. PLEASE NOTE THAT THESE TERMS INCLUDE A CLASS ACTION WAIVER, A DISCLAIMER OF WARRANTIES, A DISCLAIMER OF LIABILITY, AS WELL AS INDEMNIFICATION BY YOU. THESE TERMS ALSO DESCRIBE THE METHOD IN WHICH YOU MAY OPT-OUT OF THE ARBITRATION AGREEMENT.

Definition

"Administrator" shall mean a Subscriber (as further defined below) with authority to designate additional Authorized Users and/or Administrators.

"Authorized User" shall mean an individual Subscriber or the partners, members, employees, temporary employees, and independent contractors of an organization with a subscription to the Service who have been added to the account as users.

"Service Plan" shall mean the package of services selected by Subscriber and as agreed to in writing between Subscriber and Signeasy.

"Signeasy" shall mean Glykka LLC, a Texas limited liability company d/b/a Signeasy together with its parents, subsidiaries, affiliates, agents, representatives, consultants, employees, officers, and directors.

"Subscriber" shall refer to the purchaser of the Services provided by Signeasy and shall also include any present or former agent, representative, independent contractor, employee, servant, attorney and any entity or person who had authority to act on your behalf.

Changes to the Terms

Signeasy may, at its sole discretion, change these Terms from time to time. If changes to the Terms occur, we will notify Subscriber by posting the updated terms on the site or by email. It is Subscriber's responsibility to check the Terms periodically for changes. Updated versions of the Terms will never apply retroactively and the updated Terms will give the exact date they go into effect. Significant changes will go into effect no less than 30 days after we notify you. Subscriber's continued use of the Services following the effective date of any changes to the Terms means Subscriber accepts those new terms.

2. The Services

Eligibility to Use the Services

Your eligibility to use the Service and ongoing eligibility for such use or access is conditioned upon you meeting and continuing to meet the following minimum requirements ("Eligibility Requirements"), which you represent and warrant:

- (a) You are at least 18 years of age and have the legal capacity to be bound by this agreement.

- (b) You have the necessary rights and authority to enter into and perform the obligations required of you under this Agreement.
- (c) If you offer your services for use by others outside your organization, you agree that you have all right, title, and interest in and to any data submitted to Signeasy. You agree that you shall meet all applicable legal standards and accurately describe the collection, use, storage and sharing of data to any end users. Further, you agree to use commercially reasonable efforts to protect user information collected by your websites and applications, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.
- (d) You must delete all data you have collected from an end user via the Signeasy API user upon request by that user, and when the end user deauthorizes your services or closes his or her account with you.
- (e) Your network, operating system and software of your web servers, databases, and computer systems must be properly configured to securely operate your services and store data. Your services must use reasonable security measures to protect your users' information.
- (f) You are in compliance with all applicable laws, including but not limited to all applicable laws and regulations pertaining to data privacy.
- (g) You must promptly report any security deficiencies in, or intrusions to, your computer systems to Signeasy in writing via email to api-dev@Signeasy.com. This includes any unauthorized access, use, disclosure or destruction of user data. You will work with Signeasy to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruders. In the event of any security deficiency or intrusion involving the Signeasy API, you will make no public statements regarding such deficiencies or intrusions without prior written and express permission from Signeasy in each instance.
- (h) You will provide us with any information, records, or materials that we request to verify your compliance with the Eligibility Requirements and the terms and conditions of this Agreement.

Access to the Services

Subscriber is only permitted to access and use the Service if Subscriber is an Authorized User. Authorized Users are required to provide their full legal name, a valid email address, and any other information reasonably requested by the Service.

Administrator shall have the authority to grant access to Authorized Users and shall provide each Authorized User with a unique identifier to access and use the Service ("Username"). The Username shall only be used by the Authorized User to whom it is assigned, and shall not be shared with, or used by any other person, including other Authorized Users.

The initial Administrator shall be the originating Subscriber with authority to administer the Subscriber's Service Plan and designate additional Authorized Users and/or Administrators. Each Administrator may designate multiple Authorized Users as Administrator. Any Administrator shall be deemed to have the authority to manage the Subscriber's Service Plan and any Authorized Users. The Administrator will deactivate an active Username if the Administrator wishes to terminate access to the Services for any Authorized User.

Administrators are responsible for all use of the Services by Authorized Users on the list of active

Authorized Users associated with their subscription to the Services. If an Administrator discovers any unauthorized use of an Authorized User's account, or other known account-related security breach, Administrator must report it to api-dev@Signeasy.com immediately.

Signeasy cannot and will not be liable for any loss or damage arising from Subscriber's failure to comply with this section.

Changes to the Services

Signeasy reserves the right to change, limit, suspend, or discontinue the Services (including, but not limited to, the availability of any feature, database, or Content) at any time for any reason. Subscriber agrees that Signeasy shall not be liable to Subscriber or to any third party for any modification, suspension, or discontinuation of the Services. You acknowledge that updates and modifications may adversely impact how you access, use, and communicate with the Signeasy API. If any change is unacceptable to you, then your only recourse is to cease all use of the Signeasy API. Your continued access or use of the Signeasy API will mean that you agree to the updates and modifications.

3. Using the Signeasy API

License Grant

Subject to the terms and conditions of this Agreement, Signeasy hereby grants Subscriber a non-exclusive, non-transferable, non-sublicensable, non-assignable license, during the term of this Agreement, to use the Services solely for the purpose of utilizing document tracking and signature technology. All rights not expressly granted to Subscriber are reserved by Signeasy, its affiliates and their respective licensors. All modifications or enhancements to the Services remain the sole property of Signeasy. Signeasy reserves the right to add additional features or functions to the Services.

Use Restrictions

As a condition of use, Subscriber's promises not to use the Services for any purpose that is prohibited by the Terms or law. Subscriber is responsible for all of Subscriber activities in connection with the Service.

Subscriber shall not, and shall not allow any other party to:

- (a) license, sublicense, sell, resell, transfer, assign, distribute or otherwise provide or make available to any other party the Services in any way;
- (b) modify or make derivative works based upon the Services;
- (c) improperly use the Services, including creating Internet "links" to any part of the Services, "framing" or "mirroring" any part of the Services on any other websites or systems, or "scraping" or otherwise improperly obtaining data from Services;
- (d) reverse engineer, decompile, modify, or disassemble the Services, except as allowed under applicable law;
- (e) send spam or otherwise duplicative or unsolicited messages;
- (f) design or develop a competitive or substantially similar product or service;
- (g) copy or extract any features, functionality, or content thereof;
- (h) launch or cause to be launched on or in connection with the Services an automated program or script, including web spiders, crawlers, robots, indexers, bots, viruses or worms, or any program

which may make multiple server requests per second, or unduly burden or hinder the operation and/or performance of the Services; or

- (i) attempt to gain unauthorized access to the Services or its related systems or networks.

Signeasy reserves the right to deactivate or otherwise restrict Subscriber from accessing or using the Services in the event of a violation or alleged violation of the Terms, Subscriber's disparagement of Signeasy or any of its affiliates, or Subscriber's acts that cause harm to Signeasy or its affiliates' brand, reputation or business as determined by Signeasy in its sole reasonable discretion. Signeasy reserves the right to investigate and take appropriate legal action, including without limitation, cooperating with and assisting law enforcement or government agencies in any resulting investigations of illegal conduct.

Signeasy also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to:

- (a) satisfy any applicable law, regulation, legal process or governmental request;
- (b) enforce the Terms, including investigation of potential violations hereof;
- (c) detect, prevent, or otherwise address fraud, security or technical issues;
- (d) respond to user support requests; or
- (e) protect the rights, property or safety of Signeasy, its users and the public.

Compliance

YOU AGREE THAT Signeasy MAY MONITOR USE OF THE APIS TO ENSURE COMPLIANCE WITH THIS AGREEMENT, ENSURE QUALITY, IMPROVE Signeasy'S PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Signeasy accessing and using your websites and/or applications to identify security issues that could affect Signeasy or its users. You agree to not interfere with this monitoring. Signeasy may suspend access to the Signeasy APIs by you without notice if we reasonably believe that you are in violation of the Terms.

APIs and Usage Limits.

We reserve the right to impose certain limits on your use of the Signeasy APIs, including but not limited to limitations on frequency of access or calls to the Signeasy APIs, which may be revised by us from time to time at our sole discretion ("Usage Limits"). You agree to comply with the Usage Limits at all times.

4. Payments and Fees

Signeasy charges for use of the Signeasy API based on the Subscriber's applicable Service Plan. Subscriber is responsible for paying all fees and taxes associated with Subscriber's use of the Services. Subscriber agrees and acknowledges that the Subscriber's monthly subscription fees will continue month-to-month and automatically renew unless terminated in accordance with [Section 6](#). Customer agrees to provide a current, valid, accepted method of payment. Signeasy will bill the monthly subscription fees to your payment method. If payment is not made, the amount owed shall incur interest at the rate of 3.5% per month (or the highest rate permitted by law) until all amounts owed, including interest, have been paid in full.

Fees on a per document or per Signature Request basis are assessed upon the sending of a Signature Request for a document, not on execution. EVEN IF A DOCUMENT IS NOT EXECUTED, SUBSCRIBER WILL BE RESPONSIBLE FOR THE DOCUMENT FEES OR SIGNATURE REQUEST FEES ASSOCIATED WITH THE APPLICABLE DOCUMENT. A "Signature Request" means a transaction that takes place when you initiate a new signature process and make a corresponding call to the Signeasy APIs.

5. Privacy Policy

Subscriber acknowledges and agrees that Signeasy may collect information about Subscriber or Subscriber's end users in accordance with our Privacy Policy and all other operating rules, policies, and procedures that may be published on the Services by Signeasy, which are incorporated by reference. Our Privacy Policy, which describes how we collect and use information from our Subscribers, is available at <https://Signeasy.com/privacy/> ("Privacy Policy").

6. Term and Termination

This Agreement will remain in effect until terminated by either you or us as set out below ("Term").

Subscriber has the ability to terminate Subscriber's account at any time for any reason, or for no reason at all. Notwithstanding the foregoing, Subscriber may still be charged fees for outstanding payment obligations. Correspondingly, Signeasy can terminate or delete Subscriber's account or otherwise suspend Subscriber's access to the Services at any time and for any reason, including a failure to pay fees owed or any other breach of this Agreement.

Following termination of Subscriber's account, however, Subscriber's license to use Signeasy Content automatically terminates, and Signeasy has no obligation to provide Subscriber with use of the Services. Subscriber agrees that even upon termination of Subscriber's account any fees paid to Signeasy for services previously provided are non-refundable. All provisions of the Terms that are continuing shall survive termination of the Terms, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

In addition, without limiting the foregoing termination rights, we reserve the right, at any time, with or without notice to Subscriber, and in our sole and absolute discretion, to temporarily suspend access to the Signeasy APIs or availability of the Services for: (a) scheduled or unscheduled maintenance; (b) purposes of maintaining the security and/or integrity of our network, hardware, or associated systems or those of our third party providers; (c) unplanned technical problems or outages; or (d) the actual or suspected violation of the terms of this Agreement by Subscriber.

7. Intellectual Property

Signeasy shall own and retain all right, title, and interest in and to the Services, including all intellectual property rights contained therein. Subscriber shall not remove or destroy any copyright notices, proprietary markings or confidential legends placed upon or contained within the Services, or any copies thereof. Except for the license granted in this Agreement, no other licenses are granted by us hereunder whether by implication, estoppel or otherwise, and we hereby reserve all rights not expressly granted herein.

Our Signeasy APIs allow the submission of content, including documents submitted by end users ("Content"). Signeasy does not acquire any ownership of any intellectual property rights in the content that you submit to our Signeasy APIs through your website and/or applications, except as expressly provided in the Terms. This Agreement does not grant us any licenses or rights to Content except for the limited rights needed for us to provide the Services to Subscriber.

Signeasy may ask Subscriber for Feedback (as further defined below) on the Subscriber's experience with the Services. Signeasy shall become the owner of any reviews, comments, suggestions or other feedback regarding the Services posted to the Services or on Signeasy's social media pages (collectively, "Feedback") and it may share with any of its affiliates. Without limitation, Signeasy will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, including to advertise and promote Signeasy, without compensation to Subscriber or any other person sending the Feedback. Subscriber

specifically waives any "moral rights" in and to the Feedback.

8. Warranty and Disclaimer

Downtime

Signeasy will use commercially reasonable efforts to provide at least 48 hours prior notice before undertaking any scheduled downtime in which it intends to perform any planned upgrades and/or maintenance on the Service or related systems.

Development and Reliance on Signeasy API

Signeasy is evolving, and Signeasy will occasionally make changes to the Signeasy API, including backwards incompatible ones. Also, parts of the Signeasy API are undocumented, including certain methods, events, and properties. Given that these undocumented aspects of the Signeasy API may change at any time, you should not rely on these behaviors.

Warranty Disclaimer

YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND THE MATERIALS CONTAINED THEREIN ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, Signeasy AND ITS AFFILIATED COMPANIES AND THE SERVICE PROFESSIONALS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND OTHER REPRESENTATIVES (COLLECTIVELY, "Signeasy") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND PERTAINING TO THE SERVICES AND THE MATERIALS THEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, SECURITY, ACCURACY, AVAILABILITY, USE REASONABLE CARE AND SKILL, AND NON-INFRINGEMENT, AS WELL AS WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING, AND COURSE OF PERFORMANCE. Signeasy MAKES NO WARRANTY THAT (I) THE SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR FREE OF VIRUSES OR BUGS, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN OR ON THE SERVICES WILL BE CORRECTED. ANY MATERIAL, CONTENT, OR INFORMATION DOWNLOADED OR OTHERWISE OBTAINED AND/OR USED THROUGH THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, CONTENT OR INFORMATION. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM Signeasy OR ON OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

Electronic Communications Privacy Act Notice (18 USC §2701-2711): Signeasy MAKES NO GUARANTY OF CONFIDENTIALITY OR PRIVACY OF ANY COMMUNICATION OR INFORMATION TRANSMITTED ON THE SERVICES OR ANY WEBSITE LINKED TO THE SERVICES. Signeasy will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other Content stored on the Signeasy's equipment, transmitted over networks accessed by the Services, or otherwise connected with your use of the Services.

9. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Signeasy SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RELATING TO YOUR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, THE QUALITY OF THE SERVICES OR THE MATERIALS USED. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF USE, LOSS OF DATA, COST OF PROCURING SUBSTITUTE GOODS, SERVICES OR INFORMATION, LITIGATION OR

THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF AN INDIVIDUAL ADVISES Signeasy OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH HEREIN ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN Signeasy AND YOU. THE PRODUCTS, INFORMATION AND SERVICES OFFERED ON AND THROUGH THE SITE WOULD NOT BE PROVIDED WITHOUT SUCH LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, THE EXCLUSIONS AND LIABILITY ARE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING THE FOREGOING EXCLUSIONS, IF IT IS DETERMINED THAT Signeasy IS LIABLE FOR DAMAGES, Signeasy'S AGGREGATE LIABILITY HEREUNDER, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO Signeasy DURING THE SIX (6) MONTHS PRIOR TO THE TIME SUCH CLAIM AROSE UNLESS THE DAMAGES ARE COVERED BY INSURANCE, IN WHICH CASE THE LIMITATION SHALL BE EQUAL TO THE LIMITS OF LIABILITY OF SUCH INSURANCE.

10. Dispute Resolution and Arbitration

Informal Resolution

It is Signeasy's goal that the Services meet Subscriber's expectations and live up to Signeasy's promises to Subscriber. However, there may be instances when Subscriber feels that Signeasy has not fulfilled its obligations or Subscriber may have a different type of problem or dispute that needs special attention. In those instances, Signeasy is committed to working with Subscriber to reach a reasonable resolution that satisfies Subscriber; however, we can only do this if we know about and understand Subscriber's issue. Therefore, for any problem or dispute that Subscriber may have with Signeasy, Subscriber acknowledges and agrees that Subscriber will first give Signeasy an opportunity to resolve Subscriber's problem or dispute. In order to initiate this dispute resolution process, Subscriber must first send Signeasy a written description of Subscriber's problem or dispute within thirty (30) days of the Services being performed by sending an email to: api-dev@Signeasy.com or by mail to Signeasy, Attention: LEGAL, 750 N Saint Paul St Ste 250, PMB 42273, Dallas, Texas 75201 US

Subscriber then agrees to negotiate with Signeasy in good faith about Subscriber's problem or dispute. This should lead to resolution, but if for some reason Subscriber's problem or dispute is not resolved satisfactorily within sixty (60) days after Signeasy's receipt of Subscriber's written description of it, Subscriber agrees to further dispute resolution provisions below.

Mutual Agreement to Arbitrate

SUBSCRIBER AGREES TO SUBMIT ANY DISPUTE RELATED TO SUBSCRIBER'S USE OF THE SITE AND/OR THE SERVICES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. Subscriber agrees that, except as expressly set forth below, the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of Subscriber's use of the Services, any booked and performed Service(s), and these Terms of Service, shall be final and binding arbitration, except to the extent that either party has, in any manner infringed upon or violated or threatened to infringe upon or violate the rights of either party or any third party patent, copyright, trademark, trade secret, privacy or publicity rights, in which case both sides acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought by either party and/or the applicable third party(ies). Subscriber and Signeasy acknowledge that these Terms affect interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under these Terms (despite any other choice of law provision).

Arbitration under these Terms of Service shall be conducted by the American Arbitration Association (the "AAA"). The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Upon Subscriber's filing

of the arbitration demand, Signeasy will pay all filing, administration and arbitrator fees for claims that total less than \$75,000. Regardless of the size of the claim, the parties agree to pay their respective fees, costs, and expenses, including those for any attorneys, experts, and witnesses. An arbitrator may award on an individual basis any relief that would be available in court, including injunctive or declaratory relief and attorneys' fees and expenses. As a limited exception to the mutual agreement to arbitrate, the parties agree that either party may take claims to small claims court, if the claims qualify for hearing by such court.

The arbitration shall take place in the state and county in which the Service was performed.

To the fullest extent permitted by applicable law, NO ARBITRATION OR OTHER CLAIM UNDER THESE TERMS AND CONDITIONS SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER USER OF THE SITE OR THE SERVICES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. SUBSCRIBER AGREES TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. In the event that this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction and not in arbitration.

BOTH PARTIES AGREE THAT, WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, SUBSCRIBER AND WE BOTH UNDERSTAND THAT BY USING ARBITRATION TO RESOLVE DISPUTES WE ARE GIVING UP ANY RIGHT THAT WE MAY HAVE TO A JUDGE OR JURY TRIAL WITH REGARD TO ALL CLAIMS SUBJECT TO THESE TERMS.

You agree that regardless of any statute or law to the contrary, any claim of cause of action arising from or relating to use of the Services or these Terms must be filed within one (1) year after such claim or cause of action arose, or will be forever barred.

11. Electronic Signatures and Agreements

You acknowledge and agree that by clicking on the button labeled "I ACCEPT" or such similar links or methods as may be designated by Signeasy to accept the terms and conditions of this Agreement, you are submitting a legally binding electronic signature and are entering into a legally binding contract. You acknowledge that your electronic submissions constitute your agreement and intent to be bound by this Agreement. Pursuant to any applicable statutes, regulations, rules, ordinances or other laws, YOU HEREBY AGREE TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS AND OTHER RECORDS AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES AND RECORDS OF TRANSACTIONS INITIATED OR COMPLETED THROUGH THE SERVICES. Further, you hereby waive any rights or requirements under any statutes, regulations, rules, ordinances or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records.

12. Government Use

The Signeasy API is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any use, modification, derivative, reproduction, release, performance, display, disclosure or distribution of the Signeasy API by any government entity is prohibited, except as expressly permitted by the terms of this Agreement. Additionally, any use by U.S. government entities must be in accordance with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4.

13. No Export

The Signeasy API is subject to applicable U.S. export laws and regulations. Subscriber may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

14. Indemnification and Release

Subscriber agrees to indemnify and hold harmless Signeasy, its related entities, affiliates, and their directors, officers, managers, employees, donors, agents, licensors, from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these Terms. Signeasy reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with Signeasy in asserting any available defenses.

15. Assignment

The Terms are personal to Subscriber, and are not assignable, transferable, or sublicensable by Subscriber except with Signeasy's prior written consent. Any assignment in violation of this section shall be null and void. Signeasy may assign, transfer, or delegate any of its rights and obligations hereunder without consent.

16. Relationship of Parties

No agency, partnership, joint venture, or employment relationship is created as a result of the Terms and neither party has any authority of any kind to bind the other in any respect.

17. Advertising and Marketing

During the Term of this Agreement, Subscriber may promote Subscriber's use of the Services to Subscriber's users, so long as Subscriber does so truthfully and without implying that Subscriber's use is endorsed or supported by us. For example, Subscriber may factually state that Subscriber uses the Signeasy Services. Subscriber may not, however, use our name, logo or trademarks in any advertisement, marketing collateral or otherwise issue any public announcements or press releases regarding this Agreement or Subscriber's use of the Services without our prior written consent in each instance.

In the course of promoting, marketing, or demonstrating the Signeasy APIs or our other products or services, we may publicize that Subscriber is using the Signeasy APIs, including but not limited to using Subscriber's name or logo in presentations, marketing materials, or customer lists or creating marketing materials that show screenshots of the Signeasy APIs as used on Subscriber's websites or applications. Subscriber grants us all necessary rights for the foregoing purposes.

18. Notice Policy and Subscriber's Consent

Under these Terms, Subscriber is contracting with Glykka LLC, a Texas limited liability company d/b/a Signeasy. Notice should be addressed to Signeasy, 750 N Saint Paul St Ste 250, PMB 42273, Dallas, Texas 75201 US.

For the avoidance of doubt, we are entering into these Terms as principal and not as agent for any other Signeasy company. Subject to any permitted assignment, the obligations owed by us under these Terms shall be owed to Subscriber solely by us and the obligations owed by Subscriber under these Terms shall be owed solely to us.

We may give notice in writing to the address set forth by Subscriber in Administrator's account and such notice shall be sent via U.S. Mail, certified, return receipt requested, or by courier service. Duplicate copies of notices may be provided via email to the address in Administrator's account; except that the sending of any such duplicate copies shall not substitute for the original notice.

19. Geographic Limits of Service

Signeasy makes no representation that materials contained on the Services or products described or offered on or via the Services are appropriate or available for use in jurisdictions outside the United States, or that these Terms comply with the laws of any other country. Accessing the Service is prohibited from territories where the Content is illegal. If Subscriber accesses the Service from other locations, Subscriber

does so at Subscriber's own initiative and is responsible for compliance with local laws. Subscriber agrees that Subscriber will not access the Services from any territory where the contents are illegal, and that Subscriber, and not Signeasy, are responsible for compliance with applicable local laws.

Signeasy reserves the right, at any time at our sole discretion, to limit the availability and accessibility of the Services to any person, geographic area, or jurisdiction we so desire.

20. Governing Law

Except for the Arbitration Agreement set forth under Dispute Resolution and Arbitration, which is governed by the Federal Arbitration Act, these Terms of Service (and any further rules, policies, or guidelines incorporated by reference) shall be governed by and construed in accordance with the laws of the State of Texas and the United States, without giving effect to any principles of conflicts of law, and without application of the Uniform Computer Information Transaction Act or the United Nations Convention of Controls for International Sale of Goods.

Subscriber agrees that Signeasy and its Services are deemed a passive website that does not give rise to personal jurisdiction over Signeasy or its parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders, either specific or general, in any jurisdiction other than the State of Texas. Subscriber agrees that any action at law or in equity arising out of or relating to these Terms, or Subscriber's use or non-use of the Services, shall be filed only in the state or federal courts located in Dallas County in the State of Texas.

There may be additional state specific rights and obligations relating to the provision of the Services. Such rights and obligations shall supersede any terms to the contrary otherwise contained in these Terms.

21. Entire Agreement

These Terms and other referenced material, including any written Service Plan, constitutes the entire agreement between the Subscriber and Signeasy with respect to the Services. In the event of any conflict between any written service agreement and these Terms, the service agreement shall govern. If a court in any final, unappealable proceeding holds any provision of these Terms or its application to any person or circumstances invalid, illegal or unenforceable, the remainder of these Terms shall not be affected, and shall be valid, legal and enforceable to the fullest extent permitted by law. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

22. Contact

If you have any questions regarding these Terms, please contact us at api-dev@Signeasy.com

I HEREBY ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THESE SUBSCRIBER TERMS OF SERVICE AND PRIVACY POLICY, AND AGREE THAT MY USE OF THE SERVICES IS AN ACKNOWLEDGMENT OF MY AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREIN.

End. 09/02/22
Effective Date:

SERVICE PLAN

Subscriber	247IndigoInsurance
Renewal	Automatically renews on an annual basis until canceled in accordance with Signeasy API Terms of Service.
Fees	<p>Annual API Base Subscription Fees:</p> <p>Items:</p> <ul style="list-style-type: none"> a) API base subscription fee: \$1,000/year, includes 1,000 document credits for the year b) \$2,000 for the remaining 2,000 document credits billed at \$1/document. <p>Total: \$3,000 (\$1,000 + \$2,000)</p> <p>After 3,000 document credits, Subscriber will be charged for the overages at a flat rate of \$1/document credit.</p> <p>The unused prepaid document credits will expire at the end of the term and are not carried forward to the subsequent renewal period.</p>
Capabilities Provided	<p>Unlimited remote signing*</p> <p>Unlimited reusable templates*</p> <p>Webhooks</p> <p>Embedded Sending & Signing</p> <p>Shared templates</p> <p>Digital audit trail</p> <p>Document fields</p> <p>Administrator dashboard</p> <p>Priority email support</p> <p>Account manager support</p> <p>*usage limitations apply</p>

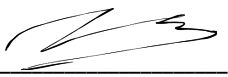
1. Subscriber orders from Signeasy the items in this Service Plan and agrees to pay the related fees. All fees are in U.S. Dollars.

2. This Service Plan is subject to the Signeasy API Terms of Service.

3. This Service Plan is between Glykka LLC d/b/a Signeasy and 247IndigoInsurance, and is effective as of the agreement signed date. By signing below, each of us agrees to comply with the terms of this Service Plan. Each of us may sign this Service Plan using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.

247IndigoInsurance

Glykka LLC d/b/a Signeasy

By: 

Nick Brierly


Name: _____

COO

Title: _____

09/02/22

Date: _____

By: 

Name: Sunil Patro

Title: CEO

Date: 09/05/22