Notarize offers a proprietary cloud technology Platform and related Services that allow Users to facilitate and participate in Remote Online Notarizations, eSign Services, Assured eSign Services, and other transactions. These Notarize General Terms ("**General Terms**") are between Notarize and the User accessing the Platform. Capitalized terms not otherwise defined have the meanings given in the Notarize Glossary, the relevant Supplement, or the Order Form. **THESE GENERAL TERMS REQUIRE ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS, AND ALSO DESCRIBE THE SPECIFIC REMEDIES AVAILABLE TO YOU. PLEASE SEE SECTIONS 13.8 AND 13.9 TO LEARN MORE.**

1. General Provisions.

1.1 Applicability. These General Terms apply to all Users. A "**User**" is any individual or entity who accesses the Platform in any capacity. By clicking the "I Agree" button or consent tickbox linked to these General Terms or by otherwise using or accessing the Platform in any capacity, User accepts and agrees to be bound by these General Terms. For purposes of a given Transaction, a User may fall into one or more of the following categories:

(a) A "**Subscriber**" is a User who purchases Services by signing an Order Form or by paying Fees on the Site or App for a periodic or per-Transaction subscription (either, a "**Subscription Plan**").

(b) A "**Signatory**" is a User designated to sign a Document by Subscriber or another party in a Transaction.

(c) A "**Participant**" is a User who, at the request of Subscriber, a Signatory, or other party to the Transaction, participates in the Transaction in any capacity other than as a Signatory, including as a witness to a Signatory's signature or identity, or as an attorney, title agent, realtor or other person interested in the Transaction.

(d) A "**Notary User**" is a User who accesses or uses the Platform as an In-House Notary, On-Demand Notary, or Notary Business User.

(e) The "**Verification Portal Users**" are (a) the Subscriber, (b) the Signatories, (c) Users designated by the Subscriber to receive access to the Verification Portal, (d) Users with requisite Platform access credentials or permissions, and (e) Users otherwise authorized or permitted by law to view Documents and other Transaction information.

1.2 Supplements. The "**Data Privacy Supplement**" located at www.notarize.com/legal/data-privacy-supplement applies to all Users. Additional terms apply to specific categories of Users and Services, as follows:

(a) *User-Specific Terms.*

(i) The "**Subscriber Supplement**" located at www.notarize.com/legal/subscriber-supplement applies to all Subscribers.

(ii) The "**Notary User Supplement**" located at www.notarize.com/legal/notary-user-supplement applies to all Notary Users.

(b) *Service-Specific Terms.*

(i) The "**In-House Notary Supplement**" located at www.notarize.com/legal/in-house-notary-supplement applies when a Subscriber accesses the Platform to procure In-House Notary Services.

(ii) The "**Real Estate Supplement**" located at www.notarize.com/legal/real-estate-supplement applies when a Subscriber accesses the Platform to procure RE Services.

(c) *Use Case Specific Terms.* The "**API Supplement**" located at www.notarize.com/legal/api-supplement applies to all Subscribers who use the API.

1.3 Agreement. These General Terms, together with the relevant Supplements and Order Form (if the User is a Subscriber), are the "**Agreement**". Supplements may modify these General Terms. If these General Terms conflict with an Order Form, these General Terms prevail unless expressly agreed otherwise in the Order Form. If these General Terms conflict with a Supplement, the General Terms prevail. If a Supplement and an Order Form conflict, the Supplement prevails unless expressly agreed otherwise in the Order Form. The Agreement supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, concerning the Agreement's subject matter. Notarize may change its Services offerings at any time and is under no duty to extend Services to User.

2. Access Rights and Restrictions.

2.1 <u>Access</u>. User may access and use the Platform and Services that Notarize makes available to User on a non-exclusive, non-transferable, limited basis to the extent expressly permitted in an Order Form, these General Terms, or a Supplement, and solely for the purposes described in the Order Form or Supplement.

2.2 <u>Restrictions</u>. User access to the Platform is limited to a cloud-based instance of the most recent generally available version hosted in object code form on servers controlled by Notarize. Notarize may provide some or all of the Services through third parties. User may access Services only through the Platform. User will make no attempt to:

(a) sublicense, resell, or transfer any of User's rights under the Agreement, or otherwise redistribute or provide access to the Platform or Services to any third party, except as permitted in an Order Form or as otherwise agreed with Notarize in writing;

(b) use or access the Platform or Services to develop a competitive product or service, or to operate in a time-sharing, outsourcing, or service bureau environment, except as permitted in an Order Form;

(c) copy, modify, translate, create derivative works from, decompile, disassemble, reverse engineer, or otherwise attempt to derive or reveal the trade secrets, source code, or know-how underlying the Platform or any of its components;

(d) bypass or breach any Platform security device or protection, or access the Platform other than through User's Account ID;

(e) use or access the Platform or Services (i) in a way that is unlawful or infringes any Intellectual Property Rights or other legal rights of others, (ii) to gain unauthorized access to or disrupt any third-party service, device, data, account, or network, or (iii) to distribute spam or malware;

(f) allow anyone without capacity to enter into legally binding contracts to access the Platform without direct supervision and participation of a parent or legal guardian, or allow anyone under the age of 13 to access the Platform for any purpose;

(g) interfere in any manner with Notarize's provision of the Services;

(h) conceal or remove any proprietary rights notice contained in the Platform or Services; nor

(i) engage in or otherwise subject the Notary User to offensive or demeaning language, lewd conduct, or obscene gestures during a Transaction.

2.3 <u>Unpaid Access</u>. Notarize may make the Platform available to User on an unpaid basis for technical evaluation in a test environment ("**Technical Access**") or an unpaid trial evaluation of certain Services ("**Trial Access**"), subject to the terms below. Technical Access and Trial Access are each "**Unpaid Access**".

(a) *Technical Access.* If Notarize provides Technical Access to User, Notarize grants User and Permitted Employees a non-exclusive, revocable, non-transferable and limited right to access and use the Platform testing environment as described on the Site, solely for evaluation purposes. User will not, and will not allow Permitted Employees to, (i) demonstrate or market the Platform to any third party, (ii) disclose information relating to performance or quality of the Platform, (iii) use the Platform for any commercial or production purpose (including performance of notarial services), (iv) use live customer or transactional data, or (v) upload Personal Information to the Platform.

(b) *Trial Access.* If Notarize provides Trial Access to User, Notarize grants User and Permitted Employees a non-exclusive, revocable, non-transferable and limited right to access and use the Platform as described on the Site and in this Agreement, solely for evaluation purposes.

(c) *Generally*. Notarize may terminate Unpaid Access at any time for any reason and without liability to User. Unpaid Access automatically terminates on the start date of User's paid Subscription Plan. "**Permitted Employees**" means specific named employees permitted to use Unpaid Access, subject to Notarize's prior approval. Unless User purchases a Subscription Plan before the Unpaid Access terminates, all User Data may be permanently deleted at termination. User loses access to any User Data stored on the Platform when Unpaid Access terminates. Additional terms and conditions on the trial registration section of the Site may apply. ALL UNPAID ACCESS IS PROVIDED ON AN "AS IS"

BASIS. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY LAW NOTARIZE DISCLAIMS ALL LIABILITY ARISING FROM UNPAID ACCESS.

3. Accounts.

3.1 <u>Account IDs</u>. User is responsible for ensuring the security and confidentiality of any Platform username and password ("**Account ID**") assigned to User, and that individuals the User allows to access the Platform, User Data, or Transaction information are authorized under the Agreement to do so. Notarize will not independently verify the identity of any individual using User's Account ID, and User is responsible for all activities that occur under User's Account ID. User will ensure that User's Account ID is not shared with others, including any In-House Notaries. If User accesses the Platform or Services on behalf of another person or Business, User represents that User has all right and authority necessary to (a) act on behalf of the other person or Business and bind them to the Agreement, (b) access and use the Platform and Services, and (c) provide, access, transmit, and use User Data as contemplated in the Agreement. User may update account contact and billing information by logging in.

3.2 <u>Business Account Users</u>. When User accesses Services on behalf of a Business, then (a) all references to "User" as a contracting entity under the Agreement are references to the Business, (b) Notarize may provide the Business with the ability to access, use, remove, retain, and control User's Account ID and related User Data, (c) User's access to Services is governed by the Business's agreement with Notarize, and (d) Notarize may provide User's personal information to the Business. If User accesses Services on behalf of multiple Businesses, Notarize is not responsible for User's compliance with conflicting obligations it may have among those Businesses.

3.3 <u>Suspension</u>. Notarize may suspend or limit User's access to the Platform or Services, or remove or disable any User account or User Data, if (a) continued User access or hosting of User Data may result in material harm to the Platform, Services or Users, (b) Notarize receives a judicial or other governmental order or request that, in Notarize's good faith belief, requires Notarize to do so, or (c) Notarize reasonably and in good faith believes continued access or hosting of User Data violates the Agreement or applicable law. Notarize will endeavor to notify User before any suspension or limitation, except when Notarize reasonably believes that applicable law prevents Notarize from doing so or when immediate action would better prevent imminent harm to the Platform, Services, Users, or a third party. Notarize will narrow a suspension or limitation in time and scope as is reasonably practicable under the circumstances.

3.4 <u>Content Moderation</u>. User will not upload, post, reproduce or distribute any material protected by a third party's copyright, privacy rights, or other Intellectual Property Rights without prior consent of the rights owner. Notarize assumes no obligation to monitor activities on the Platform, but reserves the right to (a) monitor all User access to, and use of, the Platform, (b) employ filters designed to detect and block inappropriate content, and (c) deactivate User accounts at any time for known or reasonably suspected breach of the Agreement. Notarize reserves the right at all times to disclose information it deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

3.5 <u>User System Requirements</u>. To access and use the Platform to (a) initiate Transactions and deliver Documents (b) receive notarized, e-signed, or other Documents and related information, and (c) engage in other associated interactions through the Platform, User must at its own expense obtain a User System that meets Notarize's minimum requirements available at support.notarize.com/hc/en-us/articles/4407452744983. User is responsible for backup, recovery, network security, and maintenance services for the User System.

4. Consent to Electronic Communications and eSign.

4.1 <u>Consent to Electronic Means</u>. By entering into the Agreement or using the Platform or Services, User (a) affirmatively consents to conduct Transactions electronically and to receive information and disclosures in electronic form and (b) agrees to create or adopt and use an electronic signature to sign all Documents requiring User's signature or initials. User acknowledges and agrees that User's electronic signature and initials on a Document are as valid and legally binding on User as User's pen and ink signature and initials. User may have the right to receive disclosures on paper instead of electronically, but Users who wish to receive paper disclosures should not agree to these General Terms or participate in Transactions on the Platform. User's consent under this Section 4.1 applies to all Documents and disclosures related to Transactions in which User participates in any capacity. If User has signed other e-consent documents that apply to a Transaction, the terms of the other consent apply to the extent they are inconsistent with this Section 4.1.

4.2 <u>Withdrawal of Consent</u>. User may withdraw the consent provided in Section 4.1 by written notice to legal@notarize.com. If User withdraws consent, Notarize will deactivate User's Account ID, and User will not be able to access or use the Platform or Services. Notarize will not charge a specific fee for User's withdrawal of consent, however the other parties involved in the Transaction may impose charges, and User may be responsible for additional costs incurred to reschedule the Transaction. Rescheduling may have legal

consequences that cause User to forfeit money or lose favorable terms. All User actions taken before withdrawal of consent remain valid and enforceable, including signing Documents, delivery or making available of disclosures, and participating in Notarizations.

4.3 Requests for Certain Materials in Paper Form. After any Transaction is complete, all relevant Documents will be available to User to view and print via an internet link to the Verification Portal sent to the email address provided by User. By contacting Notarize at support@notarize.com, User may request paper copies of (a) these General Terms and (b) Documents and Transaction disclosures from the Subscriber that scheduled or organized the Transaction. If applicable law requires Notarize to provide User access to signed and notarized Documents or other communications in paper rather than electronic form, Notarize will comply and will charge fees for paper access as permitted by law (if any). If User wishes to receive Documents related to a Transaction in paper form prior to signing, User must obtain them from the Subscriber that scheduled or organized the Transaction or source that originally provided them to User.

5.   User Acknowledgements and Responsibilities.

5.1 User's Responsibilities. As a condition of access to the Platform and Services, User acknowledges and agrees that:

(a)   Each Notary provides Services solely by virtue of that Notary's Applicable Notary Law;

(b)   User is explicitly requesting and invoking each Notary's authority under that Notary's Applicable Notary Law, irrespective of any User's geographic location at the time of a Transaction;

(c)   User is solely responsible for the accuracy, content, legality, and nature of (i) Documents and External Documents (if any) in the form delivered to Notarize and (ii) all other User Data submitted by User or its designated Signatories or Participants in connection with a Transaction;

(d)   User is solely responsible for verifying that (i) e-signed Documents and Notarizations are legally valid and binding for User's intended purposes and (ii) User's intended recipient will recognize as valid and accept an e-signed or remotely notarized Document;

(e)   User is solely responsible for determining (i) whether e-signed Documents that will not receive a Notarization will be signed ahead of or during the Transaction and (ii) the scope of authentication services and other Services appropriate for each Document;

(f)   User will only seek identity proofing for themself and not for someone else;

(g)   User will provide truthful information as part of the identity proofing process;

(h)   If User is physically located outside of the United States, User is solely responsible for (i) ensuring that initiation of and participation in User's Transaction are not illegal or prohibited in the jurisdiction where the User is physically located and (ii) that the Transaction relates to a matter before a court, governmental entity, public official, or other entity located in the territorial jurisdiction of the United States, or involves property located in the territorial jurisdiction of the United States, or a transaction substantially connected with the United States; and

(i)   User is responsible for any costs associated with receiving SMS or text messages related to the access to and use of the Platform and Services.

5.2 User's Signatories and Participants. As a condition of access to the Platform and Services, Notarize may require User's designated Signatories and Participants to agree to these General Terms. The parties acknowledge that their respective rights and obligations are affected by the acts or omissions of User's Signatories and Participants, and accordingly agree that (a) User will not challenge the enforceability of these General Terms, (b) Notarize will not seek to hold User liable for its Signatories' or Participants' non-compliance with these General Terms unless User has aided or otherwise facilitated the non-compliance, and (c) Notarize is excused from providing Platform access and Services if acts or omissions of Signatories or Participants materially impair Notarize's ability to provide Platform access or Services (or to fulfill other obligations) to User.

5.3 No Legal Advice. When accessing the Platform, User may obtain information from Notarize or On-Demand Notaries concerning laws governing electronic signatures, electronic notarization, and other subject matter. This information is for general informational purposes only and is not legal advice – it also may be incorrect or not apply to User's Document or Transaction. The Services and any forms or templates provided through the document index are not legal advice. Notarize is not a law firm and is not providing legal advice to User. On-Demand Notaries do not provide legal advice to User on behalf of Notarize. If an On-Demand Notary is a lawyer, Notarize does not verify their authority to practice law and bears no responsibility for any legal advice that an On-Demand

Notary may provide to User. User is responsible for obtaining counsel to provide legal advice concerning the Services, Documents, External Documents, User Data, and Transactions.

5.4 <u>Compliance with Laws</u>. User will comply with all applicable laws in connection with use of the Platform, including data privacy, data security, and Applicable Notary Law.

6. **Data**.

6.1 <u>User License to Notarize</u>. Subject to the terms of the Agreement, User hereby grants Notarize a nonexclusive license to access and use (and to permit On-Demand Notaries and Notarize representatives to access and use) User Data and other User IP (as defined below) for purposes of providing Services to User, Signatories, and Participants, including to: (a) verify identities of User, Signatories, or Participants, including by using third-party identity database services, (b) capture and store data related to User's account, Transactions, and other Services provided to User, (c) transmit, record, maintain, and display Transaction information, Documents, External Documents, and other User Data through the Verification Portal to Verification Portal Users in accordance with the Data Privacy Supplement, (d) transmit or display User Data to other parties to Transactions, or to those with appropriate authority, or to other third parties as provided by relevant agreements or applicable law, and (e) store, maintain, display, and otherwise provide access to User Data in notary journals and other records of the Services and Transactions. User represents and warrants that it has sufficient authority and has obtained all consents necessary to grant the foregoing rights to Notarize. Except as expressly provided in this Section 6.1 and as between Notarize and User, User is and will remain sole owner of User IP and User Data.

6.2 <u>Analytics</u>. User agrees that, subject to the Data Privacy Supplement, Notarize may collect, compile, analyze and otherwise use de-identified statistical data related to use of the Platform and Services, as well as other data that qualifies as De-Identified Data as defined in the Data Privacy Supplement (collectively "**Notarize Analytics**"). Notarize is not obligated to pay for the use of Notarize Analytics. Notarize Analytics are not subject to any data deletion requirements under the Agreement.

6.3 <u>User Data Backups; Retention</u>. NOTARIZE WILL MAKE DOCUMENTS AVAILABLE VIA THE VERIFICATION PORTAL FOR A REASONABLE PERIOD OF TIME BASED ON INDUSTRY PRACTICE AND NOTARIZE'S STANDARD PRACTICES, BUT USER ACKNOWLEDGES THAT, UNLESS OTHERWISE AGREED IN AN ORDER FORM OR REQUIRED BY APPLICABLE LAW (INCLUDING APPLICABLE NOTARY LAW AND APPLICABLE ELECTRONIC SIGNATURE LAW), (A) NOTARIZE HAS NO OBLIGATION TO RETAIN USER DATA AND (B) USER IS SOLELY RESPONSIBLE FOR RETENTION AND BACKUP ON ALL USER DATA SUBMITTED TO THE PLATFORM BY OR ON BEHALF OF USER.

7. **Term and Termination.**

7.1 <u>Term and Termination</u>. These General Terms apply beginning on the initial Order Date and remain in effect until there are no Order Forms or Subscription Plans in effect for a period of six consecutive months, unless earlier terminated in accordance with this Section 7 or the Order Form. Either party may terminate the Agreement for the other party's material breach by providing notice to the other party ("**Breach Notice**") and a 30-day period to cure, commencing on the other party's receipt of the Breach Notice ("**Cure Period**"). If the party in breach does not effect a cure within the Cure Period, the Agreement is terminated effective as of the date of the Breach Notice.

7.2 <u>Effect of Termination</u>. On termination of the Agreement, each party will return to the other, or purge from its electronic or other storage facilities or records, all Confidential Information of the other party in its possession or control, provided, however, that each party may retain Confidential Information as provided in Section 12.5 (Destruction and Retention) or as required by law. The following Sections survive termination of the Agreement: 4 (Consent to Electronic Communications and eSign), 5 (User Acknowledgments and Responsibilities), 6 (Data), 7.2 (Effect of Termination), 9 (Indemnification), 10 (Limitation of Liability), 11 (Intellectual Property), 12 (Confidentiality), 13 (Miscellaneous), and the attached Glossary.

8. **Warranties.**

8.1 <u>Mutual Representations and Warranties</u>. Each party represents and warrants that (a) performance of the Agreement will not violate any agreement binding the party, (b) the party has the right and authority to enter into and perform its obligations under the Agreement, and (c) the party will not engage in deceptive, misleading, illegal or unethical practices that may be detrimental to the other party (and, in the case of Notarize, detrimental to its service providers).

8.2 <u>User Representations and Warranties</u>. User represents and warrants that (a) it will comply with all applicable laws and use the Platform and Services solely for lawful purposes, (b) it owns or has otherwise secured all rights in and to the User Data necessary to permit the access, use and processing contemplated in the Agreement, (c) it owns or has otherwise secured all rights to the User System necessary to fulfill User's obligations under the Agreement, and (d) if User is a Business, it is duly organized, validly existing and in good standing, and is qualified to do business in all jurisdictions as necessary to fulfill its obligations under the Agreement.

8.3 DISCLAIMER. EXCEPT AS OTHERWISE PROVIDED IN AN ORDER FORM OR SUPPLEMENT, THE PLATFORM AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. NOTARIZE DOES NOT WARRANT (A) THAT THE PLATFORM OR SERVICES WILL MEET USER'S REQUIREMENTS, (B) THAT THE PLATFORM'S OPERATION OR THE DELIVERY OF SERVICES WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE, (C) THAT DOCUMENTS AND FILES DOWNLOADED THROUGH THE PLATFORM WILL BE FREE OF VIRUSES OR OTHER HARMFUL CODE, (D) THAT A THIRD PARTY WILL ACCEPT A NOTARIZED OR E-SIGNED DOCUMENT FOR USER'S INTENDED PURPOSE, OR (E) THAT A COURT OR OTHER AUTHORITY THAT DECLINES TO FOLLOW APPLICABLE NOTARY LAW OR APPLICABLE ELECTRONIC SIGNATURE LAW WILL RECOGNIZE A NOTARIZATION OF E-SIGNED DOCUMENT AS VALID OR ENFORCEABLE. EXCEPT AS EXPRESSLY STATED IN SECTION 8.1 (MUTUAL REPRESENTATIONS AND WARRANTIES), TO THE MAXIMUM EXTENT PERMITTED BY LAW NOTARIZE DISCLAIMS (FOR ITSELF, ITS NOTARIES, ITS SERVICE PROVIDERS AND ITS LICENSORS) ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, REGARDING THE PLATFORM, SERVICES, AND OTHER PERFORMANCE OBLIGATIONS UNDER THE AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NOTARIZE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING USER DATA, ANY STATEMENT OR INFORMATION PROVIDED BY A NOTARY, ANY THIRD-PARTY SOFTWARE, OR THE INTEROPERABILITY OF THE PLATFORM OR SERVICES WITH ANY THIRD-PARTY SOFTWARE OR SYSTEM.

9.   **Indemnification.**

9.1 By Notarize. Notarize will defend User against third-party claims brought against User alleging that the Platform infringes any copyright, misappropriates any trade secret, or infringes any duly issued U.S. patent. Notarize will indemnify User against all damages finally awarded against User (or the amount of any settlement Notarize enters into) with respect to these claims.

   (a)   *Exclusions*. Notarize's obligations under this Section 9.1 do not apply if a claim arises from: (i) Third-Party Software, (ii) additions, changes or modifications to the Platform by or on behalf of User, (iii) use of the Platform in conjunction with the User System or any product or service not provided by Notarize, (iv) Trial Access, or (v) User's breach of Section 2.2 (Restrictions) or Section 5 (User Acknowledgements and Responsibilities).

   (b)   *Remedies*. If (i) the Platform becomes, or in Notarize's opinion is likely to become, the subject of any claim for infringement or (ii) if User is enjoined from using the Platform, Notarize will, at Notarize's option and expense, procure for User the right to continue using the Platform, or replace or modify the Platform or its components, so that it becomes non-infringing. If, in Notarize's reasonable judgment, none of the foregoing are commercially feasible, Notarize may terminate the relevant Services, Subscription Plan, or Order Form without further liability or obligation to User. This Section 9.1 is Notarize's sole and entire liability and User's sole and exclusive remedy for infringement or misappropriation claims related to the Platform or Services.

9.2 By User. User will indemnify, defend, and hold Notarize, its affiliates and their officers, directors, employees, agents and representatives harmless from and against any and all costs, damages, liabilities or expenses (including reasonable attorneys' fees) arising from any third-party claims resulting from (a) the use or possession by any person of User Data or User System in accordance with the Agreement, (b) breach of the Agreement by User or any third party acting on User's behalf, or (c) access to or use of the Platform or Services by User or any third party acting on User's behalf.

9.3 Procedure. The indemnifying party's obligations under this Section 9 are conditioned on the indemnified party: (a) giving prompt notice of the claim to the indemnifying party, (b) granting sole control of the defense or settlement of the claim to the indemnifying party, and (c) providing reasonable cooperation to the indemnifying party at the indemnifying party's request and expense. The indemnified party may participate in the claim's defense at its sole cost and expense. The indemnifying party will not enter into any settlement that adversely affects the indemnified party's interests without prior written approval, not to be unreasonably withheld. The indemnifying party is not responsible for any settlement it does not approve in writing.

10.   **Limitation of Liability.**

10.1 Non-Acceptance. If a Document is (a) not accepted by User's intended recipient due to Notarize's breach of the Agreement, or the negligence of Notarize or an On-Demand Notary in performing a Notarization or (b) is later found invalid by a court of competent jurisdiction based on the Notarization or any Notarize act or Service; or if any other Services provided by Notarize are deemed defective, invalid or ineffective in any way, then Notarize will refund all Fees paid to Notarize for the Transaction in question. The foregoing refund is User's sole and exclusive remedy arising out of or relating to non-acceptance of the Document, Notarization, or other Services related to that Transaction.

10.2 Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY CLAIM BASED ON LOSS OF PROFITS, LOSS OF DATA,

INTERRUPTION OF USE, COST TO PROCURE SUBSTITUTE TECHNOLOGIES, GOODS, OR SERVICES, OR ANY OTHER INDIRECT OR CONSEQUENTIAL ECONOMIC LOSS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

10.3 <u>Limitation</u>. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NOTARIZE'S MAXIMUM AGGREGATE LIABILITY UNDER THE AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE AGGREGATE FEES PAID BY USER TO NOTARIZE DURING THE PRECEDING TWELVE-MONTH PERIOD FOR THE SERVICES GIVING RISE TO LIABILITY AND (B) USD $100. THE LIMITATIONS OF LIABILITY IN THIS SECTION 10 WILL APPLY REGARDLESS OF THE THEORY UNDER WHICH DAMAGES ARE SOUGHT AND WHETHER OR NOT THE POSSIBILITY OF DAMAGES IS REASONABLY FORESEEABLE.

10.4 <u>Exclusions</u>. THE EXCLUSIONS AND LIMITATIONS OF SECTIONS 10.2 (CONSEQUENTIAL DAMAGES) AND 10.3 (LIMITATION) DO NOT APPLY TO THE INDEMNIFICATION OBLIGATIONS IN SECTION 9 (INDEMNIFICATION), CLAIMS ARISING FROM WILLFUL MISCONDUCT, OR ANY LIABILITY WHICH CANNOT BE LIMITED BY LAW.

10.5 <u>No Liability for User Data</u>. None of Notarize, its suppliers or its licensors has any liability whatsoever for the accuracy, completeness, or timeliness of User Data, any consent required to process any User Data, or for any decision made or action taken by User in reliance on any User Data or other information obtained by User through the Platform.

10.6 <u>Interruption</u>. At times, action or inaction by third parties or external events may disrupt use of or access to the Platform. Although Notarize will use commercially reasonable efforts to avoid these events, Notarize cannot and does not guarantee that they will not occur, and User agrees that Notarize will have no liability for any breach of the Agreement to the extent caused by these events.

10.7 <u>Limitation on Actions</u>. No action, regardless of form, arising out of the Agreement may be brought by User more than one year after the cause of action arose.

11. Intellectual Property.

11.1 <u>Notarize IP</u>. The name "Notarize", Notarize's sprocket design, the Notarize logos, and other marks used by Notarize from time to time are trademarks and service marks of Notarize, and the appearance, layout, color scheme, and design of the Notarize Platform is protected trade dress (collectively **"Notarize Marks"**). Notarize and its licensors retain all Intellectual Property Rights in (a) all Notarize Confidential Information, (b) the Platform and its components, (c) the Notarize Marks, and (d) all other intellectual property owned or created by or on behalf of Notarize (items (a)-(d), collectively, **"Notarize IP"**). All rights to Notarize IP not expressly granted to User are reserved to Notarize and its licensors.

11.2 <u>User IP</u>. User retains all Intellectual Property Rights in (a) User Confidential Information, (b) the User System, and (c) all intellectual property owned, created or conceived and reduced to practice by User, excluding Notarize IP (items (a)-(c), collectively, **"User IP"**). User grants no licenses to Notarize to use the User IP other than those provided in the Agreement.

11.3 <u>Volunteered Feedback</u>. **"Feedback"** means suggestions, ideas, feature requests, and recommendations by Users relating to the Platform or other elements of Notarize's business. **"Volunteered Feedback"** means Feedback that embodies Intellectual Property Rights owned or controlled by a User. Notarize neither seeks nor requests Volunteered Feedback, and User is not obligated to provide Notarize with Volunteered Feedback. If User delivers Volunteered Feedback to Notarize, User hereby grants Notarize the right and license to freely use the Volunteered Feedback (including Intellectual Property Rights). Notarize may use and incorporate any Feedback or Volunteered Feedback User provides into the Platform or Services without payment or condition. Notarize respects the Intellectual Property Rights of others and requires Users do the same. If User believes that content on the Platform or other activity taking place on the Platform constitutes an infringement of a work protected by copyright, User should notify Notarize at legal@notarize.com.

12. Confidentiality.

12.1 <u>Scope</u>. This Section 12 governs the protections for Confidential Information that one party (**"Receiving Party"**) obtains concerning the other (**"Disclosing Party"**) in connection with the Agreement. If the Agreement conflicts with any separate non-disclosure agreement between the parties, the Agreement prevails.

12.2 <u>Restriction on Use or Disclosure</u>. Receiving Party will keep Disclosing Party's Confidential Information confidential and protect it to the same degree Receiving Party protects its own Confidential Information, but in no event with less than a reasonable degree of care. Receiving Party may not disclose the Disclosing Party's Confidential Information to any third party without the Disclosing Party's prior written consent. Each party's Confidential Information may be disclosed only as reasonably necessary to satisfy the Receiving Party's obligations under the Agreement. Notarize may (a) retain Confidential Information as required to comply with applicable law or as otherwise permitted in the Agreement and (b) use User Data (including Personal Information) in accordance with the Data Privacy Supplement.

12.3 <u>Exclusions</u>. Section 12.2 (Restriction on Use or Disclosure) does not apply to (a) information that the Receiving Party can show was in its possession prior to its disclosure under the Agreement without any confidentiality obligation to the Disclosing Party, (b) information independently developed by Receiving Party without reference to the Disclosing Party's Confidential Information, (c) information which becomes generally known by the public other than through the fault of Receiving Party, or (d) information required by law or by the rules of any governmental or self-regulatory agency to be disclosed (provided that Receiving Party will use reasonable efforts to notify Disclosing Party of the disclosure requirement if legally permitted to do so).

12.4 <u>General Skills and Knowledge</u>. Due to the specialized nature of the Services and the limited pool of individuals qualified in this subject matter, it is agreed and understood that this Section 12 does not apply to Residual Knowledge of Notarize personnel. "**Residual Knowledge**" means Confidential Information in a non-tangible form retained in the unaided memory of persons who have had rightful access to the information.

12.5 <u>Destruction and Retention</u>. Except as required to provide the Services, to comply with applicable law, or as otherwise permitted in the Agreement, promptly after termination of the Agreement each party will either return or permanently destroy any of the other party's Confidential Information in its possession or control. Upon request, a party will certify in writing to the destruction of Confidential Information. Notwithstanding the above, Receiving Party is entitled to retain Confidential Information in its archival or backup systems in accordance with its document retention policies, provided that Confidential Information retained this way will remain subject to the confidentiality obligations in the Agreement throughout the period it is retained.

13.   Miscellaneous.

13.1 <u>Interpretation</u>. Unless context expressly requires otherwise, as used in the Agreement "including" means "including without limitation" and references to "Order Form" are references to the applicable Order Form.

13.2 <u>Relationship of Parties</u>. Notarize provides Services as an independent contractor. Nothing in the Agreement creates a partnership, joint venture, agency or employment relationship between the parties. Neither party has the authority to bind the other party or to assume or create any obligation on the other party's behalf, nor to represent to a third party that it has such authority.

13.3 <u>Third-Party Websites</u>. Notarize may provide links to third-party websites or information through the Platform. These links are provided solely as a convenience to User, and do not constitute an endorsement, sponsorship, or recommendation by Notarize of the third party, the third-party website, or the information there. By accessing these links, User leaves the Platform and will be subject to the terms of use and privacy policy applicable to those websites. Notarize is not responsible for the availability of, or content provided on, any third-party websites.

13.4 <u>Assignment</u>. Neither party may assign the Agreement, in whole or in part, without the other party's prior written consent, which consent will not be unreasonably withheld. The foregoing consent is not required if a party assigns the Agreement in connection with any merger, acquisition, change of control, or sale of all or substantially all of its assets or other similar transaction. The Agreement will be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties.

13.5 <u>Export Control Laws</u>. User will not access, download, use, export, or re-export, directly or indirectly, Notarize IP to any entity, government, location, territory, or person prohibited by export laws from receiving Notarize IP (including, without limitation, to any end user in a U.S. embargoed country or territory or an end user included in OFAC's list of specially designated nationals or the U.S. Commerce Department's entity list or denied persons list) without first complying with all export laws that may be imposed by the United States or any other country in which User operates. User is solely responsible for complying with the export laws for all User Data and any other User content transmitted through the Platform. For purposes of this Section 13.5, "export laws" means the export control laws and regulations of the United States (including, the U.S. Export Administration Act and Office of Foreign Asset Control ("**OFAC**") regulations) and other jurisdictions.

13.6 <u>Unenforceability</u>. If any provision of the Agreement is determined invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect.

13.7 <u>Notices</u>.

(a)   **To Notarize**: Notice will be sent by email to <u>legal@notarize.com</u> and in writing by registered mail or overnight commercial courier to:

Notarize, Inc.
Attn: Notarize General Counsel
867 Boylston Street, 5th Floor #1656

Boston, MA 02116

The notice is deemed delivered as of the date of actual receipt of the written notice by registered mail or overnight commercial courier.

(b) **To User**: Notice will be sent to the User address provided in the Order Form or as part of User's account information. Notarize may provide general electronic notices via the Platform, and may provide electronic notices specific to User by email or through the Platform notifications center. User must keep all account information current.

13.8 Governing Law; JURY TRIAL AND CLASS ACTION WAIVER. The parties agree that any question, conflict, requirement, interpretation, or disagreement related to Notarizations or e-signatures (including validity) are governed by the Applicable Notary Law and Applicable Electronic Signature Law, without regard to its conflicts of law provisions. Otherwise, the Agreement is governed by the laws of the State of Delaware, without regard to its conflicts of law provisions. Subject to the arbitration requirement in Section 13.9 (Arbitration), (a) the parties agree that jurisdiction for any court proceeding relating to the Agreement is in the state or federal courts of the State of Delaware, with venue in New Castle County, (b) each party consents to and irrevocably waives challenge to this jurisdiction and venue, and (c) EACH PARTY VOLUNTARILY AND IRREVOCABLY WAIVES TRIAL BY JURY IN ANY PROCEEDING RELATED TO THE AGREEMENT. NOTARIZE AND USER FURTHER EXPRESSLY WAIVE ANY RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION OR TO CERTIFY A CLASS FOR ANY CLAIM OR DISPUTE RELATED TO THE AGREEMENT AGAINST THE OTHER PARTY.

13.9 Arbitration. The parties agree to submit any and all disputes arising out of or in any way relating to the Agreement or the Platform, including any and all disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, and also including any claims relating to arbitrability of any claim or dispute, to final and binding arbitration administered by JAMS in accordance with JAMS Rules then in effect. The arbitration will be conducted before a single neutral arbitrator in Boston, Massachusetts or by telephone or videoconference, and judgment on the arbitration award may be entered in any court of competent jurisdiction. Payment and allocation of all fees will be governed by JAMS Rules. "**JAMS**" means the Judicial Arbitration and Mediation Service. "**JAMS Rules**" means the JAMS' Streamlined Arbitration Rules and Procedures, if applicable, or otherwise under its Comprehensive Arbitration Rules and Procedures and, if applicable, according to the Expedited Procedures in those Rules.

13.10 Amendment; No Waiver. Notarize may update these General Terms from time to time and will provide notice to User through the Platform. User's continued use of the Platform or Services constitutes acceptance of the updated General Terms. A party's failure to enforce its rights under the Agreement at any time for any period is not a waiver of those rights, and the exercise of one right or remedy is not a waiver of any other right or remedy.

13.11 Force Majeure. Except for a party's payment obligations, neither party is liable for a failure or delay in the performing its obligations under the Agreement due to strikes (except with respect to its own labor force), shortages, riots, insurrection, acts of God, pandemic, epidemic, war, governmental action, power or connectivity interruptions, or other causes beyond the affected party's reasonable control.

13.12 No Third-Party Beneficiaries. Except as expressly provided otherwise in the Agreement, nothing in the Agreement creates any third-party beneficiary, provided that Notarize's suppliers of products and services receive the same disclaimers of warranty, limitations on liability and similar exculpatory provisions concerning those products and services as Notarize does.

13.13 Security Statement. The "**Security Statement**" located at www.notarize.com/security-statement is relevant to all Users.

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