



SUBSCRIBER SUPPLEMENT

This Subscriber Supplement is attached to and incorporated into the [Proof General Terms](#) (“**General Terms**”). Capitalized terms not otherwise defined have the meanings given in the General Terms, the [Proof Glossary](#), or the Order Form.

1. **Applicability.** This Subscriber Supplement applies to Subscribers who access Services through a Subscription Plan.

2. **Access.** During the Subscription Period, Subscriber may access and use, and may allow Signatories and Participants to access and use, the Services included in that Subscription Plan on a non-exclusive, non-transferable, limited basis, solely in connection with a Transaction, for the Subscriber’s own internal business purposes. Subscriber is responsible for ensuring third parties it allows to access or use the Platform or Services on its behalf comply with the Agreement.

3. **Subscription Period.**

3.1 **Activated via Order Form.** The “**Subscription Period**” of a Subscription Plan activated via Order Form begins on the Order Date and remains in effect for the Subscription Period listed in the Order Form. The Subscription Plan will auto-renew for successive 12-month periods unless either party provides written notice of termination at least 30 days prior to the end of the current Subscription Period.

3.2 **Activated via the Site or App.** The “**Subscription Period**” of a Subscription Plan activated by paying Fees on the Site or App is as follows:

- (a) A “Per Transaction” Subscription Plan begins on the Order Date and remains in effect through the conclusion of the Transaction.
- (b) All other Subscription Plans begin on the Order Date and remain in effect for 30 days, and will auto-renew on a month-to-month basis on the same terms as the prior month of that Subscription Plan until either party provides 30 days’ written notice of termination.

4. **Subscription Plan Changes.** At any time during the Subscription Period, and unless otherwise agreed in an Order Form, (a) Subscriber may change its current Subscription Plan and (b) Proof may modify, terminate, or otherwise amend the Fees and features associated with Subscriber’s current Subscription Plan. If Subscriber changes its Subscription Plan, from and after the date of the change, the terms of the new Subscription Plan determine the Services available to the Subscriber and associated Fees and charges. If the Subscription Plan change results in a reduction of committed Fees of any type, such as periodic Fees, Subscriber is obligated to immediately pay the difference between the original Subscription Plan committed Fees and the new Subscription Plan committed Fees.

5. **Termination.** Proof may terminate the Agreement or any Order Form or Subscription Plan, in whole or in part, effective upon written notice if (a) Subscriber fails to pay any amount due under the Agreement and does not remedy the failure within ten days of receiving notice of the same from Proof or (b) if Proof reasonably determines that continuing to provide Services to Subscriber would violate applicable law.

6. **Effect of Termination.** On termination of an Order Form, the Subscription Periods for all Subscription Plans under that Order Form automatically terminate. On termination of a Subscription Plan, (a) any amounts owed to Proof under the Subscription Plan (including unpaid periodic Fees) are immediately payable, (b) Subscriber’s rights to access and use the Services granted under the Subscription Plan immediately terminate, and (c) for a period of ten days after the effective date of termination, Proof will allow Subscriber access to the Platform to extract Subscriber Data. Proof will not provide copies of any databases associated with the Platform which contain Subscriber Data. The following Sections of this Subscriber Supplement survive termination of the Agreement: 6 (Effect of Termination) and 8 (Fees and Payment).

7. **Professional Services.** Proof will provide Professional Services (if any) as described in the Order Form. Professional Services Fees will be listed in the Order Form. Unless otherwise agreed in the Order Form, Proof will provide all Professional Services on a time and materials basis.

8. **Fees and Payment.**

8.1 **Generally.** Subscriber will pay the Fees described in the Order Form, which accrue beginning on the date listed in the Order Form. Fees are non-refundable except as provided in the Agreement or the Order Form. All Fees not described in this Section 8 (such



as “Per-Notarization” or “Per-Document” Fees, overages or other charges, Additional Fees, and Services beyond the scope of the Subscription Plan), are payable based on the terms of the Subscription Plan.

8.2 Periodic Fees. Periodic Fees (such as Platform Access Fees payable monthly or annually) for Subscription Plans activated via Order Form are due 30 days from the invoice date. Periodic Fees for Subscription Plans activated via the Site or App are payable in full at the beginning of each Subscription Period.

8.3 Transaction Fees and Additional Fees. Transaction Fees and Additional Fees are the Fees that Subscriber must pay for each Transaction and additional Services during the Subscription Period. Questions related to payment terms may be directed to finance@proof.com. Unless otherwise specified on an Order Form, Transaction Fees for Proof Services and eSign Services do not count towards a minimum commitment. Proof, in its sole discretion, may seek payment for initiated but uncompleted Transactions.

8.4 Payment Method. To be valid, each payment method must permit Proof to charge and receive payment of all amounts due, from time to time, under any applicable Subscription Plan and for any other charges Subscriber incurs. If Subscriber chooses automatic payment, Fees are charged automatically via Subscriber’s chosen payment method (provided it is accepted through the Platform) as described in the Order Form, and may occur: (a) at the time the Subscription Plan is activated, (b) when Subscriber confirms a prompt for payment within the Platform, or (c) at the end of the billing cycle. SUBSCRIBER HEREBY AUTHORIZES PROOF OR ITS AGENT TO CHARGE SUBSCRIBER’S PAYMENT METHOD ON A RECURRING BASIS FOR SUBSCRIPTION PLAN FEES, ALL APPLICABLE TAXES, AND ANY OTHER RECURRING CHARGES INCURRED IN CONNECTION WITH SUBSCRIBER’S USE OF THE SERVICES.

8.5 Invoicing. If Subscriber is invoiced for Fees, Subscriber will pay invoices in full (without deduction, set-off, or counterclaim) within 30 days from the date of the invoice in US dollars at Proof’s address or to an account specified by Proof. Past due amounts will bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less.

8.6 Taxes. All Subscriber payments are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including sales, use, and value added taxes), and Subscriber is responsible for the payment of all such charges, excluding taxes based on Proof’s income. All amounts due hereunder will be grossed-up for any withholding taxes imposed by any foreign government.

8.7 Fee Increase. The Platform Access Fee shall be increased annually commencing on the one-year anniversary of the Order Date by lesser of: (a) the percentage rate of increase for the immediately preceding 12-month period in the Consumer Price Index, All Urban Consumers, United States, All Items (1982 - 1984 = 100), as published by the Bureau of Labor Statistics of the United States Department of Labor or, if such index is not available, such other index as the parties may agree most closely resembles such index; or (b) five percent (5%).

8.8 Promotional Offers. Proof may offer various discounts, promotions, or other preferred pricing with respect to the Services (collectively, “**Promotional Offers**”), either directly or through one or more of its distribution partners. Unless otherwise expressly provided by Proof, a Promotional Offer for which Subscriber is eligible (a) may not be combined with any other Promotional Offers, and (b) in certain cases may be accessed only through specific distribution channels.

9. **Third-Party Services.**

9.1 To the extent that Subscriber intends to access the Services on an integrated basis with any one or more third-party technology platforms authorized by Proof (each, a “**Third-Party Platform**”), Subscriber acknowledges and agrees that, as between Proof and the Subscriber, Proof will not be responsible or liable to Subscriber or any third party in connection with Subscriber’s use of any such Third-Party Platform(s).

9.2 Proof does not provide eVault services, but the Platform is integrated with eVault service providers that can be enabled for certain Subscription Plans. Subscriber should contact Proof for (1) the current list of supported eVault integrations and (2) details about the Subscription Plan and integration requirements. Supported eVault integrations and requirements are subject to change during the Subscription Period in Proof’s sole discretion. Subscriber is solely responsible for contracting directly with a supported eVault service provider and for maintaining its eVault access.

10. **Warranties**. Proof warrants to Subscriber that: (a) the Services will be performed by qualified personnel with all required licenses, commissions or approvals, (b) any Notary Users provided by Proof (e.g., On-Demand Notaries) will perform Notarizations under the Agreement in compliance with Applicable Notary Law, (c) Services unrelated to Notarizations or electronic signatures will



comply with all laws applicable to cloud services providers, and (d) Platform software will be scanned using commercially available virus scanning and removal software consistent with good industry practice. The foregoing warranties do not apply if the Services are not used in accordance with the Agreement or Proof's instructions, if a non-conformity is caused by a User or any third-party product or service, or to Unpaid Access.

11. Cooperation. Subscriber acknowledges that effective performance of Services depends on Subscriber's provision of accurate information and resources, and may rely on external providers upon which Proof has no authority. Subscriber will timely provide Proof, at no charge, (a) all information and cooperation reasonably requested to facilitate Proof's provision of the Services, (b) all resources, consents, and licenses reasonably necessary to permit Proof to provide the Services that are not otherwise identified as Proof's responsibility, and (c) access to appropriate Subscriber personnel for cooperative activities.

12. Publicity.

12.1 Subscriber Marks. If Subscriber is a Business, Subscriber hereby grants Proof a limited, non-exclusive, non-transferable right to display Subscriber's logo, trademarks, trade names, service marks or trade dress, and similar materials (collectively "**Subscriber Marks**") on the Site and in Proof marketing materials to indicate that the Subscriber is or intends to be a Proof customer. Subscriber also consents to the inclusion of Subscriber Marks in customer lists that may be published as part of Proof's marketing and promotional efforts. Proof acknowledges that, as between the parties, Subscriber is the sole and exclusive owner of Subscriber Marks and all goodwill associated with Subscriber Marks, and that any associated goodwill created by the Agreement inures solely and exclusively to Subscriber.

12.2 Proof Marks. At Proof's option, Subscriber may post on its website, in a commercially reasonable location and format, Proof Marks designated by Proof for that purpose, and may indicate that Subscriber is or intends to become a Proof customer. Proof grants Subscriber a limited, non-exclusive, non-transferable permission to display the Proof Marks on its website and in its marketing materials solely for that purpose. Subscriber acknowledges that, as between the parties, Proof is the sole and exclusive owner of the Proof Marks and all goodwill associated with the Proof Marks, and that any associated goodwill created by the Agreement inures solely and exclusively to Proof. Subscriber shall not select, use, file an application or register any trademark or business name confusingly similar to the Proof trademark.

12.3 Conditions of Use. In order to preserve the inherent value of the Proof Marks and Subscriber Marks, respectively, each party shall maintain a level of the quality of products and services offered at least as high as immediately prior to the Order Date. Subscriber may end Proof's use of Subscriber Marks, and Proof may end Subscriber's use of Proof's Marks, at any time after notice and a reasonable wind-down period.

12.4 Public Announcement. Within 10 business days after the Order Date, Subscriber and Proof may work together to produce a press release announcing the Subscriber relationship. With Subscriber's approval, which will not be unreasonably withheld, conditioned or delayed, Proof will issue the press release.

13. Data.

13.1 Data Security. Proof's standard data security practices apply to Subscriber Data as described in the Security Statement. Proof has implemented and will maintain appropriate technical, physical and organizational measures in compliance with applicable law intended to protect Subscriber Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. Proof will, as soon as reasonably practicable, notify Subscriber in writing of any material changes made to its security measures governing the Subscriber Data.

13.2 Data Storage Location. Proof uses a United States-based cloud "region" for processing, storing or accessing Subscriber Data. Additionally, Proof will notify the Subscriber in advance if it uses a cloud region in a location outside of the United States.

13.3 Security Incidents Notifications. As further described in the Security Supplement, notifications of Security Incidents will be delivered to one or more of Subscriber's administrators by email. Proof does not notify any individual who is affected by a Security Incident that a Security Incident has occurred unless notification is legally required. Subscriber is responsible for issuing notices to individual Users other than those that Proof is legally required to provide. A report of a Security Incident to Subscriber or to any individual is not an acknowledgement by Proof of any fault or liability with respect to the Security Incident. Proof will provide reasonable cooperation with Subscriber at Subscriber's expense with respect to investigation, regulatory proceedings, or litigation arising from a Security Incident.



13.4 Documentation. No more than once every 12 months, Subscriber may request the following information from Proof with no fewer than 14 business days' advance notice: (a) information regarding Proof's data backup plan; (b) documentation that Proof is currently covered by cyber insurance; (c) an executive summary of the most recent penetration test that was performed on Proof's networks that support Services provided to Subscriber; and (d) executive summary of the most recently completed System and Organization Controls 2 (SOC 2®) Type I or II, as applicable.

13.5 Subscriber's Responsibility. Subscriber will notify Proof promptly if it knows of or reasonably suspects misuse of its accounts or authentication credentials, or a Security Incident related to the Platform.

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

14. Support and Maintenance Services. This Section 14 lists the Support Services and expected service level availability for certain Services Proof provides to Subscribers.

14.1 Definitions.

- (a) **"Incident"** means either (a) a failure or deviation of the Services to substantially conform to applicable Documentation or (b) an interruption in Services availability outside of Scheduled Downtime.
- (b) **"Incident Resolution"** means a procedure, modification, or addition to the Services that (a) removes an Incident, (b) otherwise establishes material conformity of the Services to the Documentation, or (c) when implemented in the regular operation of the Services, eliminates an Incident's adverse effect without material loss of performance.
- (c) **"Interim Process"** means a bypass, procedure or routine that (a) when implemented, eliminates an Incident's adverse effect without material loss of performance and (b) does not require unreasonable Subscriber effort to implement and use. Interim Process excludes Incident Resolutions.
- (d) **"Updates"** means modifications and enhancements to the Platform developed by or on behalf of Proof, including security patches and new versions.
- (e) **"Documentation"** means the Platform documentation Proof provides to Users.

14.2 Support and Maintenance. Throughout the relevant Subscription Period, Proof will provide support for the following types of requests (collectively, the **"Service Requests"**) related to the Services in use by Subscriber:

- (a) *Services Support*. Subscriber has direct access to Proof personnel responsible for troubleshooting, receipt of Incident reports and general questions regarding the use and operation of the Services, including support for new account onboarding. Subscriber also has access to Proof's technical management support personnel for escalation purposes.
- (b) *General User Support*. Proof provides User support during business hours for general inquiries regarding use of the Services such as non-technical "how-to" questions and other minor technical questions.
- (c) *Service Updates*. Proof provides, at no additional charge to Subscriber, any available Updates to the Services within 15 days from the date that the Update is completed and in a form ready for acceptance testing and implementation. Proof also provides updated Documentation, as necessary, to reflect any changes to the Service due to an Update or Incident Resolution.
- (d) *Helpdesk Support*. Proof provides Updates during Scheduled Downtime. Proof assigns the appropriate priority to all reported or discovered Incidents, as reasonably determined by Proof after consultation with Subscriber and consistent with good industry practices. The criteria for assigning a particular priority level are as follows:

Priority Level	Conditions
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Level 1	Critical Business Impact. The Incident seriously affects the functionality of the Services (or component thereof) and cannot be circumvented such that most of the significant functionality of the Services (or component thereof) is available.
Level 2	Significant Business Impact. The Incident partially affects the functionality of the Services (or component thereof), but can be circumvented so that most of the significant functionality of the Services (or component thereof) is available.
Level 3	Minimal Business Impact. The Incident can be circumvented such that the Services (or component thereof) can be used with only slight inconvenience. The problem can be considered insignificant and has no significant effect on the usability of the Services (or component thereof).

Proof's Interim Processes and Incident Resolutions will interoperate with all components of the Services in use at the time the Interim Process or Incident Resolution is provided. Proof is responsible for installation of all Incident Resolutions. Help-desk tickets are used to track all Service Requests including Incident reports and User inquiries, and remain open until the Service Request has been addressed in the manner shown below:

Priority Level	Conditions for Closure of Help-Desk Ticket
Level 1	The Incident is considered resolved and closed when an Incident Resolution has been fully implemented.
Level 2	The Incident is considered resolved and closed when an Incident Resolution has been fully implemented.
Level 3	The Incident is considered resolved and closed when one of the following occurs: (i) an Incident Resolution has been fully implemented, or (ii) 10 business days have elapsed since Proof's communication of the information that Proof reasonably believes will resolve the Incident (communicated by email to Subscriber's designated contact for such Incident), and Subscriber has not responded to Proof. The Incident can be reopened later if it has not been resolved.

(e) *Subscriber's Responsibilities.*

- (i) Before submitting a Service Request, Subscriber will first review all support information available on the Platform and in the Documentation. If a Service Request could have been resolved through reasonable review of Documentation, Proof is not obligated to respond, other than referring Subscriber to the Documentation.
- (ii) If Proof cannot reproduce an Incident based on Incident report information, Proof may request temporary login access to the Services to identify the Incident ("**Temporary Remote Access**") and Subscriber will use commercially reasonable efforts to make such Temporary Remote Access available, subject to Subscriber's reasonable access policies and controls. Proof is responsible for all costs associated with Temporary Remote Access.

14.3 Subscriber Charges. Proof may charge Subscriber, as Fees for Professional Services, for resolution of any Service Requests required due to problems, Incidents, or inquiries caused by Subscriber, issues with the Subscriber Data or User Systems, or Service Requests that are not covered under the Agreement. Proof may also offer additional support and training to Subscriber under separate mutually-agreed terms.

15. Service Level Availability.

15.1 Availability of Incident Resolution Services. Proof will acknowledge Subscriber's Service Request, and respond to and resolve any applicable Incident, within the timeframe for the priority level of the Incident as listed below. Proof will endeavor to meet the acknowledgment time and provision of Incident Resolutions and Interim Processes in the timeframes listed below. If Proof determines that it will not be able to remedy the reported Incident within the relevant timeframe, Proof will increase resources appropriately,



continue its corrective efforts and, in the case of Level 1 Incidents, advise Subscriber at least every 2 hours of the status of its efforts and the expected timing of Incident Resolution or Interim Process delivery.

Incident Priority	Acknowledgment Time (During Business Hours)	Provision of Incident Resolution or Interim Process	If an Interim Process is provided, Maximum Timeframe for Provision of Incident Resolution
Level 1	1 hour	8 hours	36 hours
Level 2	4 hours	24 hours	5 days

Subscriber acknowledges that these timeframes are estimates only, and Proof's failure to meet a target timeframe is not a material breach of the Agreement, nor does it give rise to any additional Subscriber remedies.

15.2 On-Demand Notary Service Availability. If a Subscriber purchases On-Demand Notary Services, Proof will provide a credit for On-Demand Notary Availability Downtime (the "**On-Demand Notary Downtime Credit**"), applied as a percentage of Subscriber's invoice for the calendar month, and calculated as shown below:

- (a) **On-Demand Notary Downtime.** On-Demand Notaries will be available to provide On-Demand Notary Services during Proof's business hours. Except as provided in Section 15.5 (Exceptions), each hour that On-Demand Notaries are not available to provide On-Demand Notary Services during Proof's business hours is "**On-Demand Notary Downtime**".
- (b) **Transaction Availability Downtime.** Except as provided in Section 15.5 (Exceptions), if the number of hours between: (i) the time when Proof receives a Transaction and (ii) the earliest time that a Transaction could have been initiated with an On-Demand Notary exceeds 4 hours, then that additional time (i.e., in excess of 4 hours) is "**Transaction Availability Downtime**". The On-Demand Notary Downtime and the Transaction Availability Downtime are collectively "**On-Demand Notary Availability Downtime**".
- (c) **Remedies.** The On-Demand Notary Downtime Credit is calculated as:

Cumulative On-Demand Notary Availability Downtime (in a given calendar month as measured by Proof monitoring systems, converted to minutes)	On-Demand Notary Downtime Credit
Up to 240 minutes	No On-Demand Notary Downtime Credit
241-360 minutes	1 %
361-480 minutes	3 %
481-600 minutes	5 %
601 minutes or greater	7 %

- (d) **Transaction Volume.** Proof structures Services on the basis of reasonable projections of Transaction volume. If an unanticipated spike in Transaction volume occurs, Proof may in its reasonable judgment postpone (or decline) a Transaction.

15.3 Platform Availability. For any Platform Downtime resulting from Platform availability issues, Proof shall provide a credit (the "**Platform Downtime Credit**"), applied as a percentage of a Subscriber's invoice for the calendar month, and calculated as shown below:

- (a) **Platform Downtime.** Except as provided in Section 15.5 (Exceptions), each hour that the Platform is not available for access by Subscribers is "**Platform Downtime**".
- (b) **Platform Availability Percentage.**

The "**Platform Availability Percentage**" equals $[(\text{total hours in a month} - \text{Platform Downtime}) / \text{total hours in a month}] * 100$.



- (c) *Remedies for Downtime.* Each Platform Downtime Credit is calculated as set forth in the table below:

Platform Availability Percentage (in a given calendar month as measured by Proof monitoring systems)	Platform Downtime Credit
99.9% or higher	No Platform Downtime Credit
97% - 99.9%	1 %
95% - 97%	3 %
93% - 95%	5 %
Below 93%	7 %

15.4 Sole Remedy. The On-Demand Notary Downtime Credit and Platform Downtime Credits described in Sections 15.2 (On-Demand Notary Service Availability) and 15.3 (Platform Availability) are Subscriber's sole and exclusive remedies for any Service or Platform unavailability, degradation, or inoperability.

15.5 Exceptions. Platform Downtime and On-Demand Notary Availability Downtime do not include any Service or Platform unavailability, degradation or inoperability attributable to any of the following issues ("**Exceptions**");

- (a) Breach of the Agreement or misuse of the Services or the Platform;
- (b) Internet or other network traffic or connectivity problems (other than problems arising in networks controlled by Proof);
- (c) Failure to meet any minimum User System requirements in the Documentation;
- (d) Factors outside Proof's reasonable control, including natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to Proof's data centers or networks (including at Subscriber's site or between that site and Proof's data center);
- (e) Issues resulting from third-party software or services (except for Proof's agents and subcontractors);
- (f) Issues caused by use of the Services after Proof advised Subscriber or any of its Signatories to modify its use of the Services, and if Subscriber or any of its Signatories did not modify its use as advised;
- (g) Failure to adhere to required configurations, use supported platforms, follow acceptable use policies, or use of the Services in a manner inconsistent with the features and functionality of the Services (including attempts to perform unsupported operations) or inconsistent with the Documentation;
- (h) Extended wait times for, or low/no availability of, non-English speaking Notaries;
- (i) Faulty instructions by Subscriber or Subscriber's representatives or service providers;
- (j) Scheduled Downtime Hours and Emergency Downtime Hours; or
- (k) An Interim Process.

15.6 Scheduled Downtime. Unless otherwise agreed in an Order Form, Proof may schedule Services downtime between 3:00 AM – 6:00 AM Eastern Time on a weekly basis ("**Scheduled Downtime**"). Proof will use commercially reasonable efforts to notify Subscriber at least 5 days in advance of Scheduled Downtime.

15.7 Emergency Downtime. If Proof determines that it must take the Services offline for emergency purposes ("**Emergency Downtime**"), Proof will use its best efforts to notify Subscriber as far in advance as practicable.

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