We offer the following services:

- FPDS Code D301 IT Facility Operation and Maintenance
- FPDS Code D302 IT Systems Development Services
- FPDS Code D306 IT Systems Analysis Services
- FPDS Code D307 Automated Information Systems Design and Integration Services
- FPDS Code D308 Programming Services
- FPDS Code D310 IT Backup and Security Services
- FPDS Code D311 IT Data Conversion Services
- FPDS Code D316 IT Network Management Services
- FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

**Note 1:** All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

**Note 2:** Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

**Note 3:** This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

**Contract Number:** GS-35F-455AA

**Period Covered by Contract:** July 15, 2013 through July 14, 2028

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #26, dated June 01, 2023.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
Customer Information:

1a. Awarded Special Item Number(s):

<table>
<thead>
<tr>
<th>SIN</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Information Technology Services</td>
</tr>
<tr>
<td>511210</td>
<td>Term Software License</td>
</tr>
<tr>
<td>OLM</td>
<td>Order Level Materials</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract: Not applicable.

1c. Descriptions of all corresponding commercial job titles with experience, function responsibility and education are provided beginning on page 8.

2. Maximum order: $500,000

3. Minimum order: $100

4. Geographic Coverage: Domestic Delivery Only

5. Point of Production: Not Applicable

6. Prices Shown Herein are Net (discount deducted)

7. Quantity Discount: None

8. Prompt Payment Terms: 1%, 10 days, Net 30

9a. Government Purchase Cards are accepted below the micropurchase threshold.

9b. Government Purchase Cards are not accepted above the micropurchase threshold.

10. Foreign Items: None

11a. Time of Delivery: 30 days unless otherwise stated in terms negotiated in an agency’s order.

11b. Expedited Delivery: Consult with Contractor

11c. Overnight/2 day Delivery: Consult with Contractor

11d. Urgent Requirements: Consult with Contractor

12. FOB Point: Destination
13a. **Ordering Address:**

Systems Engineering Solutions Corporation  
7500 Greenway Center Dr Suite 905  
Greenbelt, MD  20770  
(240) 865-3080

13b. **Ordering Procedures:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. **Payment Address:**

Systems Engineering Solutions Corporation  
7500 Greenway Center Dr Suite 905  
Greenbelt, MD  20770  
(240) 865-3080

15. **Warranty Provisions:** Contractor’s Standard Warranty

16. **Export Packing Charges:** Not applicable.

17. **Terms and Conditions of Government Purchase Card Acceptance:** Contact SES Corporation, Inc. for terms and conditions of Government Purchase Card Acceptance.

18. **Terms and Conditions of rental, maintenance, and repair:** Not applicable.

19. **Terms and Conditions of installation:** Not applicable.

20. **Terms and Conditions of repair parts indicating date of parts price lists and any discounts from list prices:** Not applicable.

20b. **Terms and Conditions of any other service parts:** Not applicable.

21. **List of Service and Distribution Points:** Not applicable.

22. **List of Participating Dealers:** Not applicable.

23. **Preventative Maintenance:** Not applicable.

24a. **Section 508 compliance information is available by contacting SES Corporation, Inc. directly.**

25. **DUNS:** 128578429

26. Systems Engineering Solutions Corporation, Inc. is registered in the System for Award Management (SAM) Database.
1. **SCOPE**
   a. The prices, terms and conditions stated under Special Item Number 54151S Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
   b. The Contractor shall provide services at the Contractor’s facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. **PERFORMANCE INCENTIVES**  
   **I-FSS-60 Performance Incentives (April 2000)**
   a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
   b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
   c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity’s mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. **ORDER**
   a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made, and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
   b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. **PERFORMANCE OF SERVICES**
   a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
   b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
   c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
   d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

****NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services and cannot be purchased separately.****
5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(c) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(d) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(e) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(f) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT (DEVIATION I – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.
10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refer to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS


As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by — (1) The offeror;

(2) Subcontractors; and/or

(3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.
14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. The Contractor shall provide a description of each type of IT Service offered under Special Item Numbers 54151S IT Professional Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.
### Labor Rates

**GSA Labor Rates (In-house or Customer Site)**

<table>
<thead>
<tr>
<th>SIN</th>
<th>Labor Category</th>
<th>Labor Rate w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Communications &amp; Network Engineer S2 (Senior)</td>
<td>$108.63</td>
</tr>
<tr>
<td>54151S</td>
<td>Communications &amp; Network Engineer S4 (Principal)</td>
<td>$159.83</td>
</tr>
<tr>
<td>54151S</td>
<td>Program/Project Manager S2 (Senior)</td>
<td>$117.68</td>
</tr>
<tr>
<td>54151S</td>
<td>Program/Project Manager S4 (Consultant)</td>
<td>$154.56</td>
</tr>
<tr>
<td>54151S</td>
<td>QA/CM/Test and Evaluation S2 (Senior)</td>
<td>$114.22</td>
</tr>
<tr>
<td>54151S</td>
<td>QA/CM/Test and Evaluation S4 (Consultant)</td>
<td>$146.88</td>
</tr>
<tr>
<td>54151S</td>
<td>Software Engineer S2 (Senior)</td>
<td>$99.68</td>
</tr>
<tr>
<td>54151S</td>
<td>Software Engineer S4 (Consulting)</td>
<td>$124.75</td>
</tr>
<tr>
<td>54151S</td>
<td>Systems Admin/Help Desk/Technician S2 (Senior)</td>
<td>$96.59</td>
</tr>
<tr>
<td>54151S</td>
<td>Systems Admin/Help Desk/Technician S4 (Consultant)</td>
<td>$143.41</td>
</tr>
<tr>
<td>54151S</td>
<td>Systems Engineer/Architect S2 (Senior)</td>
<td>$175.88</td>
</tr>
<tr>
<td>54151S</td>
<td>Systems Engineer/Architect S4 (Consultant)</td>
<td>$259.48</td>
</tr>
<tr>
<td>54151S</td>
<td>Systems/Business Analyst</td>
<td>$119.74</td>
</tr>
</tbody>
</table>

### Labor Category Descriptions

**Communications & Network Engineer S2 (Senior)**

**Minimum/General Experience:** Three (3) or more years of relevant technical experience. Advanced degree may substitute for years of experience.

**Functional Responsibility:** Utilizes network design tools and techniques. Develops strategic designs that support ecommerce and electronic data interchange (EDI) functions. Designs and optimizes network topologies and site configurations. Performs modeling and analysis at physical, data, control, and higher order protocol layers and develops/prototypes network/communications systems. Analyzes network characteristics and recommends procurement, removals, and modifications to network components. Prepares specifications to define and illustrate network designs and configurations. Installs network hardware and software and plans installations, transitions, and cutovers of network components and capabilities. May supervise certain tasks of junior staff.

**Minimum Education/Experience:** Bachelor’s degree in relevant field and three or more years of experience in Information Systems Technology (additional years of experience may substitute for advanced degree).

**Communications & Network Engineer S4 (Consultant)**

**Minimum/General Experience:** Thirteen or more years of relevant technical experience. Advanced degree may substitute for years of experience.

**Functional Responsibility:** Utilizes network design tools and techniques. Prepares complex network topologies and architectures. Develops high level designs that support ecommerce and
electronic data interchange (EDI) functions. Designs and optimizes network topologies and site configurations. Performs modeling and analysis at physical, data, control, and higher order protocol layers and develops/prototypes network communications systems. Analyzes network characteristics and recommends procurement, removals, and modifications to network components. Prepares specifications to define and illustrate network designs and configurations. Selects, configures, and installs network hardware and software. Plans and has overall responsibility for installations, transitions, and cutovers of network components and capabilities. Responsible for meeting availability goals of complex or multiple operational environments and for overall network project/task oversight. Reports directly to company President or Vice President.

**Minimum Education/Experience:** Masters degree in relevant field and thirteen or more years of experience in Information Systems Technology (additional years of experience may substitute for advanced degree).

**Program/Project Manager S2 (Senior)**

**Minimum/General Experience:** Three (3) or more years of relevant technical experience. Advanced degree may substitute for years of experience.

**Functional Responsibility:** Performs project management activities in the management and support of client modernization projects and tasks. Responsible for technical performance, cost, and schedule on individual task orders. Manages and coordinates assignment of tasks among subcontract partners. Organizes, directs, coordinates planning, execution, and evaluation of all project/technical support activities. Employs project management tools to track work assignments, resources, schedules, and cost. Familiar with and utilizes earned value management (EVM) techniques to monitor project health. Procures equipment and services as required. Includes material procurement, IT asset management, IT outsourcing, IT hardware/software purchasing and leasing, vendor contract negotiations, and service level agreements. Senior Staff are regarded as experts in their domain, have general knowledge of other domains, provide technical guidance within their area of expertise, and recommend domain-specific technical solutions and policies. Senior staff members work at the project and program level and may lead tasks or projects in their area of expertise. For applicable labor groups, desirable certifications include membership in the society of Cost Estimating Analysts or certified with a Certification in Information Systems Security Professional.

**Minimum Education/Experience:** Bachelor’s degree in relevant field and three (3) or more years of experience in Information Systems Technology (additional years of experience may substitute for advanced degree).

**Program/Project Manager S4 (Consultant)**

**Minimum/General Experience:** Twelve (12) or more year’s relevant technical experience. Advanced degree may substitute for years of experience.

**Functional Responsibility:** Performs project management activities in the management and support of client modernization projects and tasks. Responsible for technical performance, cost, and schedule on individual task orders. Manages and coordinates assignment of tasks among subcontract partners. Organizes, directs, and coordinates planning, execution, and evaluation of all project/technical support activities. Oversees and manages small and mid-size projects (and their respective project managers) and ensures proper integration of these projects into the larger
overall program. Familiar with and utilizes Earned Value Management (EVM) techniques to moni
tor project health as well as predict potential future project issues and develop integrated
mitigation plans across the impacted projects. Applies federal contracting, acquisition, and
procurement policies and procedures to contract and acquisition management. Interfaces with
government technical representative and client management, as well as senior government
leaders when necessary. Provides directions, establishes project management structure, develops
work breakdown structures, allocates resources, and develops and maintains project schedules.

Support reviews (e.g., milestone status review, periodic project status, and Integrated Baseline
Review [IBR]). Facilitates work through early problem identification and resolution, risk
identification and mitigation, action plans, workarounds, and conflict resolution/dispute
procedures. Supports the development and execution of related CMM activities and program
management best practices. Includes all aspects of risk management. Establishes program control
structure and processes. Employs cost control strategies to complete work within budget.
Monitors and tracks costs, action items, and issues. Reports directly to Vice President or
President of the company.

Minimum Education/Experience: Master’s degree in related field and twelve (12) or more
years of experience in Information Systems Technology (additional years of experience may
substitute for advanced degree).

QA/CM/Test and Evaluation S2 (Senior)

Minimum/General Experience: Five (5) or more years related technical experience. Advanced
degree may substitute for years of experience.

Functional Responsibility: Develops and executes test procedures according to customer
requirements.
Develops and implements quality control methodologies and practices to ensure compliance with
quality assurance standards, guidelines, and procedures. Works with client staff to develop and
define quality characteristics, including metrics and measurements. Analyzes quality assurance
and control requirements and prepares strategies and plans. Performs quality reviews to measure
performance against plans and metrics, identifies issues, and documents results. Proposes and
recommends quality and process improvements.
Monitors the implementation of system or procedural enhancements to customer acceptance and
satisfaction.
Coordinates training needs with training program and provides quality assurance training to staff
as necessary. Develops configuration management (CM) policies and procedures. Performs CM
activities. Establishes and supports Configuration Control Board (CCB) to manage and approve
configuration changes. Supports CM process by maintaining records and documentation of
changes. Performs CM training to ensure staff complies with policies and procedures. Tracks and
resolves CM issues and problems. Establishes and maintains a process for evaluating systems,
hardware, software, and documentation. Supervises certain tasks of junior staff.

Minimum Education/Experience: Bachelor’s degree in related field and five (5) or more years
of experience.

QA/CM/Test and Evaluation S4 (Consultant)

Minimum/General Experience: Twelve (12) or more years of relevant technical experience.
Advanced degree may substitute for years of experience.
**Functional Responsibility:** Develops and implements quality control methodologies and practices to ensure compliance with quality assurance standards, guidelines, and procedures. Works with client staff to develop and define quality characteristics, including metrics and measurements. Analyzes quality assurance and control requirements and prepares strategies and plans. Performs quality reviews to measure performance against plans and metrics, identifies issues, and documents results. Proposes and recommends quality and process improvements. Monitors the implementation of system or procedural enhancements to customer acceptance and satisfaction. Coordinates training needs with training program and provides quality assurance training to staff as necessary. Develops configuration management (CM) policies and procedures. Performs CM activities. Establishes and supports Configuration Control Board (CCB) to manage and approve configuration changes. Supports CM process by maintaining records and documentation of changes. Performs CM training to ensure staff complies with policies and procedures. Tracks and resolves CM issues and problems. Establishes and maintains a process for evaluating systems, hardware, software, and documentation.

Develops acceptance test plans, procedures, and scenarios. Performs testing against specifications and documents results. Identifies and researches deficiencies. Works with engineers to correct deficiencies. Maintains documentation. Consultant Staff are regarded as experts in their domain, have general knowledge of other domains, provide technical guidance within their area of expertise, and recommend domain-specific technical solutions and policies. These individuals work at the project and program level and will lead tasks or projects in their area of expertise. Responsible for individual project/task oversight. May have responsibility over multiple projects/programs. Reports directly to company President or Vice President.

**Minimum Education/Experience:** Masters degree in relevant field and twelve (12) or more years of experience.

**Software Engineer S2 (Senior)**

**Minimum/General Experience:** Three (3) or more years of relevant technical experience. Advanced degree may substitute for years of experience.

**Functional responsibility:** Responsible for the analysis of business, engineering, and scientific problems and is charged with the documentation and development of well-defined methods, procedures, and programs in the delivery of practical systems solutions. Supports all aspects of software development tasks. Works with client staff and user groups to develop requirements. Develops knowledge of client enterprise to assist in defining requirements. Analyzes and develops computer software programs for complex, large-scale business operations.

Designs and implements software architecture with modular design to improve interoperability, maintainability, and flexibility for future enhancements. Develops standards and defines metrics for software development. Establishes process improvement and reengineering methodologies and principles. Performs software development in accordance with Software Capability Maturity Model (SW-CMM®) processes and using formal specifications, Computer Aided Software Engineering (CASE) tools, or other accepted design techniques. Prepares system flow charts, logic diagrams, interface specifications, use cases, and other models and reports to describe existing and proposed operations. Interprets software requirements and design specifications to code and integrates and tests software components.
Develops programs and subsystems utilizing appropriate programming languages to meet client requirements. Develops Web-enabled applications and performs client Intranet/Internet development. Assesses opportunities to integrate COTS products for software solutions. Determines hardware requirements or influences hardware design. Designs software tools and subsystems to support software reuse. Performs in-depth analysis and technical support of software products, including problem resolution, testing, operational integration, and user support. May supervise certain tasks of junior staff.

**Minimum Education/Experience:** Bachelor’s degree in relevant field and three (3) or more years of experience.

**Software Engineer S4 (Consultant)**

**Minimum/General Experience:** Thirteen (13) or more years of relevant technical experience. Advanced degree may substitute for years of experience.

**Functional Responsibility:** This position is responsible for the analysis of business, engineering, and scientific problems and is charged with the documentation and development of well-defined methods, procedures, and programs in the delivery of practical systems solutions. Supports all aspects of software development tasks. Works with client staff and user groups to develop requirements. Develops knowledge of client enterprise to assist in defining requirements. Analyzes and develops computer software programs for complex, large-scale business operations.

Designs and implements software architecture with modular design to improve interoperability, maintainability, and flexibility for future enhancements. Develops standards and defines metrics for software development. Establishes process improvement and reengineering methodologies and principles. Performs software development in accordance with Software Capability Maturity Model (SW-CMM®) processes and using formal specifications, Computer Aided Software Engineering (CASE) tools, or other accepted design techniques. Prepares system flow charts, logic diagrams, interface specifications, use cases, and other models and reports to describe existing and proposed operations. Interprets software requirements and design specifications to code and integrates and tests software components.

Develops programs and subsystems utilizing appropriate programming languages to meet client requirements. Develops Web-enabled applications and performs client Intranet/Internet development. Assesses opportunities to integrate COTS products for software solutions. Determines hardware requirements or influences hardware design. Designs software tools and subsystems to support software reuse. Performs in-depth analysis and technical support of software products, including problem resolution, testing, operational integration, and user support. Analyzes software operation for performance problems and fault tolerance and employs process improvements to optimize performance.

Reviews existing programs and assists in making refinements and improvements. Maintains currency, debugs, and configures related software products. Provides operating systems planning and evaluation for performance analysis, capacity planning, and hardware upgrades. Prepares required documentation, including project, user, and configuration management documentation. Consulting Staff are experts in their respective domains, have extensive knowledge of other domains, provide strategic guidance and influence program direction, recommend enterprise technical solutions and policies, and assist with integration of technical efforts across project areas.
These staff members work at the enterprise and program level. Responsible for overall project/task oversight. Reports directly to the company President or Vice President.

**Minimum Education/Experience:** Master’s degree in related field and thirteen (13) or more year’s relevant experience.

**Systems Admin/Help Desk/Technician S2 (Senior)**

**Minimum/General Experience:** Four (4) or more years of relevant technical experience. Advanced degree may substitute for years of experience.

**Functional Responsibility:** Provides Tier 2 system administration, help desk, and technical support services for client systems, key centers, and operations as required. Evaluates operational support technologies and assists with development of operational strategies. Assists with network configuration and management. Administers network services and supports user profile development and administration. Supports users with connectivity problems and coordinates resolution. Supports network operations and maintains network availability by monitoring and controlling network resources. Performs diagnostics and analysis of problems affecting network performance. Takes corrective action as necessary or interacts with vendors to resolve problems. Interfaces with users and vendors to coordinate upgrades and installs.

Serves as the second line interface to end-users when Tier 1 Technicians are not able to effectively diagnose and provide resolutions to trouble reports. Performs remote and on-site diagnostics to identify and resolve problems with hardware, software, LANs, networks, servers, and other data systems. Tracks status of problem resolution and follows up to ensure satisfactory outcome. Remotely troubleshoots hardware and software installation problems and walks users through desktop configuration solutions. Provides technical and desktop user support. Performs installation, setup, and configuration of systems and networks. Installs, operates, and maintains IT system devices, circuits, cables, components, software, and end-user components, software, and connectivity. Assists with troubleshooting and resolution of system problems and failures. Performs preventive maintenance of equipment/electronic devices. Performs backups and disaster recovery activities. Assists in the evaluation, testing and recommendation of hardware, software, and network configurations. May include some data center operations or call center support. Senior staff members work at the task or project level and may lead small tasks within their areas of expertise.

**Minimum Education/Experience:** Bachelor’s degree in relevant field and four (4) or more years of experience.

**Systems Admin/Help Desk Technician S4 (Consultant)**

**Minimum/General Experience:** Thirteen (13) or more years of relevant technical experience. Advanced degree may substitute for years of experience.

**Functional Responsibility:** Provides system administration, help desk, and technical support services for client systems, key centers, and operations as required. Evaluates operational support technologies and assists with development of operational strategies. Assists with network configuration and management. Administers network services and supports user profile development and administration. Supports users with connectivity problems and coordinates resolution. Supports network operations and maintains network availability by monitoring and controlling network resources. Performs diagnostics and analysis of problems affecting network performance. Takes corrective action as necessary or interacts with vendors to resolve problems. Interfaces with users and vendors to coordinate upgrades and installs.
Oversees trouble reporting process, analyzes metrics of trouble reporting process to ensure turn-around times are within service level agreement limits. Responsible for designing and architecting overall infrastructure. Performs remote and on-site diagnostics to identify and resolve problems with hardware, software, LANs, networks, servers, and other data systems. Tracks status of problem resolution and follows up to ensure satisfactory outcome. Remotely troubleshoots hardware and software installation problems and walks users through desktop configuration solutions. Provides technical and desktop user support. Performs installation, setup, and configuration of systems and networks. Installs, operates, and maintains IT system devices, circuits, cables, components, software, and end-user components, software, and connectivity. Assists with troubleshooting and resolution of system problems and failures. Performs preventive maintenance of equipment/electronic devices. Performs backups and disaster recovery activities. Assists in the evaluation, testing and recommendation of hardware, software, and network configurations. Needs only general direction. Responsible for program/task oversight. Reports directly to company President or Vice President.

**Minimum Education/Experience:** Master’s degree in relevant field and thirteen (13) or more years of relevant experience.

**Systems Engineer/Architect S2 (Senior)**

**Minimum/General Experience:** Three (3) or more years of relevant technical experience. Advanced degree may substitute for years of experience.

**Functional Responsibility:** Performs systems engineering and architecture throughout the entire life cycle to support client modernization. Develops understanding of customer’s organization, goals, business needs, and enterprise architectures and systems and develops user requirements and ensures business solutions are consistent with client strategic goals and investment decisions. Employs best practices in the design, development, integration and implementation of systems. Captures information related to planned data exchanges and system interconnections. Researches and evaluates system designs to select appropriate technology and ensure efficient use of resources. Conducts in-depth analysis of systems, business processes, and business requirements to design and develop specifications for new systems or to reengineer current systems. Conducts interviews with client staff and users to gather information. Establishes and maintains security, integrity, and business continuity controls and documentation. Develops plans for backup and disaster. Senior staff have an extensive knowledge of the domain area, exercise independent judgment within their area of responsibility, and perform complex tasks that require in-depth knowledge. These staff members work at the task or project level and may lead small tasks within their area of expertise.

**Minimum Education/Experience:** Bachelor’s degree in relevant field and three (3) or more years of experience in Information Systems Technology (additional years of experience may substitute for degree).

**System Engineer/Architect S4 (Consultant)**

**Minimum/General Experience:** Thirteen or more years of relevant technical experience. Advanced degree may substitute for years of experience.

**Functional Responsibility:** Constructs and tests systems in development environment. Integrates and implements systems and the supporting infrastructure in the operational environment. Builds and integrates systems with web-enabled applications to interface with
customers. Monitors and analyzes performance problems and recommends solutions to enhance functionality, reliability, and usability. Evaluates and recommends COTS applications and methodologies that can be acquired to provide technology solutions. Develops transition strategies and plans to cut over from legacy systems. Applies metrics to measure performance and establishes and maintains security, integrity, and business continuity controls and documentation. Conducts in-depth analysis of systems, business processes, and business requirements to design and develop specifications for new systems or to reengineer current systems. Conducts studies to identify and recommend systems improvements to enhance business and customer services. Researches, analyzes, tests and recommends new technologies, processes, tools, and techniques. Develops plans for backup and disaster recovery. Consulting staff are experts in their domain, have extensive knowledge of their domains, have extensive knowledge of other domains, provide strategic guidance and influence program direction, recommend enterprise technical solutions and policies, and assist with integration of technical efforts across project areas. These staff members work at the enterprise and program level.

**Minimum Education/Experience:** Master’s degree in relevant field and thirteen or more years of experience in Information Systems Technology (additional years of experience may substitute for advanced degree).

**Systems/Business Analyst S2**

**Minimum/General Experience:** Three (3) or more years of relevant technical experience. Advanced degree may substitute for years of experience.

**Functional Responsibility:** Performs systems engineering and architecture throughout the entire System Development Life Cycle. Develops understanding of customer’s organization, goals, business needs, and enterprise architectures and systems. Develops user requirements and ensures business solutions are consistent with client strategic goals and investment decisions. Employs best practices in the design, development, integration and implementation of systems. Captures information related to planned data exchanges and system interconnections. Researches and evaluates system designs to select appropriate technology and ensure efficient use of resources. Conducts in-depth analysis of systems, business processes, and business requirements to design and develop specifications for new systems or to reengineer current systems. Conducts interviews with client staff and users to gather information. Establishes and maintains security, integrity, and business continuity controls and documentation. Develops plans for backup and disaster. Senior staff have extensive knowledge of the domain area, exercise independent judgment within their area of responsibility, and perform complex tasks that require in-depth knowledge. These staff members work at the task or project level and may lead small tasks within their area of expertise.

**Minimum Education/Experience:** Bachelor’s degree in relevant field and three years of relevant experience (additional years of experience may substitute for advanced degree).
1. **INSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. **ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. **GUARANTEE/WARRANTY**

   a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

   **Please Refer to GSAADVANTAGE! For Specific Information Regarding Warranty**

   b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

   c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. **TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 240-865-3080 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 am ET to 4:30 PM ET, Monday-Friday.

5. **SOFTWARE MAINTENANCE**

   a. Software maintenance as it is defined: (select software maintenance type):

   **XX**

   1. Software Maintenance as a Product (SIN 511210)

   Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help
libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 54151)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 511210) AND MAINTENANCE (SIN 54151)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor
shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to 10% of all term license payments during the period that the software was under a term license within the ordering activity.

**Not available under the scope of this contract**

8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of ____________ months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

**Not available under the scope of this contract**

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 511210, SIN 511210, AND SIN 54151)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation, so legend shall be subject to the following:

1. Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

2. Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity’s site. This would allow other agencies access to one ordering activity’s database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor’s proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity’s
permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 511210)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (511210), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

Not available under the scope of this contract
## Term Software License Rates

<table>
<thead>
<tr>
<th>SIN</th>
<th>Product Name</th>
<th>Product Part Number</th>
<th>Product Description</th>
<th>GSA Rate with IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>HelloSign API</td>
<td>SESHLLSN0001</td>
<td>Electronic Signature solution. Price is a per API call basis.</td>
<td>$0.4200</td>
</tr>
<tr>
<td>511210</td>
<td>SignRequest</td>
<td>SESSNRQT0001</td>
<td>Electronic Signature solution. Price is a per signed document basis.</td>
<td>$0.625</td>
</tr>
<tr>
<td>511210</td>
<td>CollabSpace Enterprise (E1) Edition Storage</td>
<td>GXYEN1COMPTB</td>
<td>Electronic Records Management storage solution. Price is a per TeraByte per month basis</td>
<td>$225.00</td>
</tr>
<tr>
<td>511210</td>
<td>CollabSpace Enterprise (E2) Edition Storage</td>
<td>GXYEN2COMPTB</td>
<td>Electronic Records Management storage solution. Price is a per TeraByte per month basis</td>
<td>$250.00</td>
</tr>
<tr>
<td>511210</td>
<td>CollabSpace Enterprise (E2) Edition User Licenses</td>
<td>GXYEN2ASVOL1</td>
<td>Electronic Records Management storage solution. Price is a per User per year basis. For 1-250 users per year</td>
<td>$192.00</td>
</tr>
<tr>
<td>511210</td>
<td>CollabSpace Enterprise (E2) Edition User Licenses</td>
<td>GXYEN2ASVOL2</td>
<td>Electronic Records Management storage solution. Price is a per User per year basis. For 251-1000 users per year</td>
<td>$120.00</td>
</tr>
<tr>
<td>511210</td>
<td>CollabSpace Enterprise (E2) Edition User Licenses</td>
<td>GXYEN2ASVOL3</td>
<td>Electronic Records Management storage solution. Price is a per User per year basis. For 1001-2500 users per year</td>
<td>$72.00</td>
</tr>
<tr>
<td>511210</td>
<td>CollabSpace Enterprise (E2) Edition User Licenses</td>
<td>GXYEN2ASVOL4</td>
<td>Electronic Records Management storage solution. Price is a per User per year basis. For 2501-10000 users per year</td>
<td>$42.00</td>
</tr>
</tbody>
</table>
APPENDIX B: ENTERPRISE LICENSE AGREEMENT

COLLABWARE SYSTEMS INC.
ENTERPRISE AGREEMENT

NOTE: In accordance with Clause 552.212-4(s), the Unenforceable Clauses provision of 552.212-4 takes precedence over any Commercial Supplier Agreement (CSA) incorporated into contract 47QSMA19D08QR. The language of Clause 552.212-4(w) Commercial Supplier Agreements – Unenforceable Clauses shall be deemed incorporated into all commercial supplier agreements associated with Contract 47QSMA19D08QR.

This Licensing Agreement (“Agreement”) is dated for reference as of DATE and is entered into between Collabware Systems Inc. having a place of business at 1188 West Georgia Street, Suite 1050, Vancouver, BC V6E 4A2 (“Collabware” or “Licensor”) and CUSTOMER (“Licensee”), having a place of business at CUSTOMER ADDRESS.

This Licensing Agreement applies to sales through Systems Engineering Solutions Corporation’s GSA IT70 schedule (contract #GS-35F-455AA).

IN CONSIDERATION OF THE PROMISES set forth after this, the parties agree as follows:

1.00 DEFINITIONS

“Software” means the computer programs listed on one or more Licensor sales orders (“Sales Order”) submitted by Licensee from time to time and includes the updates, enhancements, and modifications provided by Collabware from time to time. The initial Sales Order is attached as Schedule A and incorporated by reference into this Agreement.

“Documentation” means the user manual provided with the Software under this Agreement, whether in electronic or physical formats.

“Licence Term” means the term of the Licence for particular Software as specified in the applicable Sales Order.

“Maintenance Term” means the term for which Licensee has subscribed to Licensor’s standard software maintenance services.

2.00 LICENSE

2.1 Grant. This is a license from Licensor and not a sale of goods. Subject to Licensee’s compliance with this Agreement, Licensor hereby grants to Licensee during the Licence Term a worldwide, nonexclusive, non-transferable, license (“Licence”) to install and use the object code version of the Software and the Documentation solely for its internal business purposes and based upon the number of production servers or the number of unique named users as purchased through Sales Orders from time to time. Licensee may make a copy of the Software and Documentation for back-up purposes. Licensee will make no other copies of the Software or Documentation except as authorized in this Agreement.
Title to the Software remains vested in Licensor, and nothing in this Agreement gives or conveys any right, title or interest in the Software or Documentation to Licensee except as granted hereunder.

2.2 Prohibited Uses. Licensee shall not sell, rent, lease, sub-license, lend, timeshare or transfer, in whole or in part, or provide unlicensed third parties access to, or use of, the Software or Documentation. Licensee shall not reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Software. Licensee shall not alter, modify, or create any derivative works of the Software. Licensee shall not remove or obscure any copyright, trademark or other proprietary notices. Licensor assumes no liability for any computer system on which the Software is installed. The Software must be used only on hardware and an operating system platform that meet or exceed Licensor’s recommended specifications from time to time (“Supported Environment”). Such specifications are available upon request.

2.3 Software Maintenance. During the Maintenance Term Licensor shall provide to Licensee its standard software maintenance services, more particularly described in https://www.collabware.com/legal/support/.

2.4 Licensee’s Responsibilities. Licensee (i) is responsible for Licensee and its employees’, contractors’ and agents’ compliance with this Agreement and (ii) shall use the Software only in accordance with the Documentation and applicable laws and government regulations. Licensee will, at its sole expense, be solely responsible for supplying, configuring and maintaining the hardware, software and licences, telecommunication and internet equipment, connections and services necessary for providing a Supported Environment. Licensor will not be responsible for, nor obligated to provide Software Maintenance for, interruptions, errors, deficiencies or other problems with the Software arising from Licensee’s failure to provide a Supported Environment. Licensor has no responsibility for the working of Licensee’s computer and telecommunications equipment and networks, any other computer equipment or software Licensee uses.

3.00 TERM

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

3.1 Term. The term of this Agreement (“Term”) commences on the date of this Agreement and continue in effect for three years or until it is terminated as provided in this Part 3.00.

3.2 Termination. Without prejudice to any other rights, Licensor may terminate this Agreement on thirty (30) calendar days prior written notice if Licensee fails to comply with any of the material terms and conditions of this Agreement and fails to cure the failure within that 30-day period. Without limiting the previous sentence, Licensor may, in its sole discretion, suspend or terminate the Licence if; (1) Licensee is using the Software in a manner not permitted by this Agreement; (2) payment has not been made when due as provided under Section 4; or (3) Licensee is using the Software in violation of applicable law.

3.3 Licensee’s Termination Obligations. If this Agreement expires or terminates for any reason, the Licence will immediately terminate and Licensee will immediately remove all copies of the Software from all of Licensee’s systems and destroy or return all related Documentation.

3.4 Delivery & Services. Upon execution of this Agreement and a Sales Order, Licensor will deliver to Licensee instructions for electronically download the Software (“Delivery”). Unless otherwise agreed in writing, Licensee will be responsible for installing the Software on its computer system. Licensee may
order remote installation assistance, training and additional consulting services ("Services") as described and priced on a Sales Order.

4.00 FEES AND PAYMENT

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

4.1 Fees. Licensee shall pay the licence, maintenance and other fees set out in the applicable Sales Orders ("Fees").

4.2 Invoicing and Payment. Licensor will invoice the Fees and all invoices are due thirty (30) days from the date of the invoice.

4.3 Overdue Charges. All invoices due under this Agreement will accrue interest at the rate of 1.5% of the outstanding balance of the invoice per month (18% per year) from the date such invoice payment is due until the date the outstanding amount, including all accrued interest, is paid.

4.4 Suspension of Software and Acceleration. If full payment of Licensor's invoices is not received within (30) days after delivery of the applicable invoice to Licensee, Licensor may suspend the Licence and Licensee's use of the Software until such amounts are paid in full. Licensor shall not exercise this suspension right if Licensee is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

4.5 Taxes. Unless otherwise stated, Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Licensee is responsible for paying all Taxes associated with this Agreement. If Licensor has the legal obligation to pay or collect Taxes for which Licensee is responsible, the appropriate amount will be invoiced to and paid by Licensee unless Licensee provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Licensor is solely responsible for taxes assessable against it based on its income, property and employees. If Licensee is required under the law(s) of any applicable jurisdiction to deduct any withholding taxes from payments to Licensor, then (i) Licensee shall notify Licensor prior to withholding such taxes; (ii) the fee(s) or other charges payable by Licensee for the Software or services shall be increased so that the actual amount received by Licensor, net of all taxes, will be equal to the fees or other charges set forth in the applicable Sales Order and invoiced to Licensee; and (iii) Licensee shall promptly furnish Licensor with the official receipt of payment of such taxes from the appropriate taxing authority.

5.00 PROPRIETARY RIGHTS

5.1 Generally. This Agreement provides Licensee with a limited right to use the Software, Documentation, Services and Software Maintenance and does not convey any other rights. As between the parties, Licensor and its licensors own all right, title and interest (including all intellectual property rights) in and to the Software, Documentation, Services and all copies, derivations, modifications and enhancements thereof. In addition, the parties agree that Licensor owns any suggestions, enhancement requests, recommendations or other feedback provided by Licensee and its employees, agents and independent contractors, including suggestions relating to the operation or functionality of the Software.

5.2 Reservation of Rights in Software. Subject to the limited rights expressly granted to Licensee under this Agreement, Licensor reserves all rights, title and interest in and to the Software, related documentation and all related intellectual property rights.
6.00 WARRANTIES

6.1 Licensor Warranties.

(a) Licensor warrants that (i) the Software will perform in substantial conformance with the Documentation ("Software Warranty") for a period of 30 days after Licensor’s Delivery ("Warranty Period"); and (ii) that all Services shall be performed in a manner consistent with industry standards ("Services Warranty"). The Software Warranty and Services Warranty are conditioned upon the use of the Software strictly in accordance with this Agreement, the Documentation and Licensor’s written instructions and on a Supported Environment, and on the absence of any misuse, damage, alteration or modification to the Software. Licensor does not warrant that the Software will meet Licensee’s requirements, that the Software will operate in the combinations that Licensee may select for use, that the operation of the Software will be uninterrupted or error-free, or that all Software errors will be corrected.

(b) Licensor will have no obligations under this Section 6 if: (i) the breach of the Software Warranty or Services Warranty is caused by (A) abuse, misuse, alteration, neglect, accidental damage, unauthorized repair or installation of Software, (B) Licensee hardware, software, networks, or systems, or (C) Licensee’s failure to use the Software in accordance with this Agreement, the Documentation and Licensor’s written instructions; (ii) errors or defects are caused by Licensee or its employees, contractors or agents; (iii) all Fees then due to Licensor have not been paid; or (iv) Licensee is otherwise in breach of its obligations under this Agreement.

(c) For a breach of the Software Warranty that Licensee reports to Licensor during the Warranty Period, Licensor shall correct or replace the defective Software so that it performs substantially in accordance with the Documentation or, if this is not practical in Licensor’s reasonable judgment, Licensor shall accept the return of the defective Software and refund to Licensee the amount actually paid to Licensor with respect to that returned Software. For a breach of Services Warranty, Licensor shall promptly re-perform the defective Service at no additional charge, or if this is not practical in Licensor’s judgment, provide to Licensee a refund of the amount actually paid to Licensor for such defective Service, provided that Customer has reported such breach no later than 30 days following Licensor’s performance of such Service. The Licensee shall report each Software Warranty or Services Warranty breach to Licensor in writing promptly after discovering it. Licensee shall allow Licensor reasonable remote and local access to the Software to perform warranty support in accordance with Licensor’s remote access requirements.

THIS SECTION 6.01 SETS FORTH LICENSOR’S SOLE LIABILITY AND LICENSEE’S SOLE REMEDY WITH RESPECT TO ANY WARRANTY CLAIM.

6.2 DISCLAIMER. EXCEPT AS PROVIDED FOR IN SECTION 6.01, THE SOFTWARE, DOCUMENTATION SERVICES AND SOFTWARE MAINTENANCE ARE PROVIDED TO LICENSEE ON AN “AS-IS” AND “AS AVAILABLE” BASIS AND LICENSOR DISCLAIMS ALL WARRANTIES, CONDITIONS REPRESENTATIONS AND GUARANTEES, HOWEVER ARISING, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, AS TO THE SOFTWARE, DOCUMENTATION, SERVICES OR SOFTWARE MAINTENANCE, INCLUDING BUT NOT LIMITED TO THE USE, SUFFICIENCY OR ACCURACY OF THE SOFTWARE, DOCUMENTATION, SERVICES OR SOFTWARE MAINTENANCE AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT OPERATION OF
THE SOFTWARE WILL BE SECURE, UNINTERRUPTED OR ERROR FREE OR THAT THE SOFTWARE WILL
MEET LICENSEE'S REQUIREMENTS OR THAT IT WILL OPERATE IN CONJUNCTION WITH EQUIPMENT,
THIRD-PARTY SOFTWARE OR SERVICES THAT LICENSEE MAY OBTAIN OUTSIDE THIS AGREEMENT.
LICENSEE ACKNOWLEDGES AND AGREES THAT THE INSTALLATION AND USE OF THE SOFTWARE MAY
AFFECT THE USABILITY OF THIRD-PARTY SOFTWARE, APPLICATIONS OR SERVICES.

7.00 LIMITATION OF LIABILITY

7.1 LIMITATION OF DAMAGES. LICENSOR’S TOTAL CUMULATIVE LIABILITY WITH RESPECT TO OR
 ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR UNDER ANY
OTHER THEORY OF LIABILITY) SHALL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT ACTUALLY PAID BY
LICENSEE FOR THE SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM.

7.2 EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL LICENSOR HAVE ANY LIABILITY
TO LICENSEE FOR ANY LOST PROFITS OR REVENUES, LOST DATA, BUSINESS INTERRUPTION, LOSS OF
BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS OR FOR ANY INDIRECT, SPECIAL,
INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN
CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT LICENSOR HAS
BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3 LIMITATION OF CAUSE OF ACTION. No claim can be made against Licensor unless it is made
within one year after the event giving rise to such claim.

8.00 CONFIDENTIAL INFORMATION

8.1 Definition of Confidential Information. As used in this Agreement, "Confidential Information"
means all confidential information disclosed by a party ("Disclosing Party") to the other party
("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably
should be understood to be confidential given the nature of the information and the circumstances of
disclosure. Licensor’s Confidential Information includes the Software, Documentation and other
technical information related thereto. Confidential Information of each party includes this agreement’s
terms and conditions, as well as business and marketing plans, technology and technical information,
product plans and designs, and business processes disclosed by such party. Confidential Information
does not include any information that (i) is or becomes generally known to the public without breach of
any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure
by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received
from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was
independently developed by the Receiving Party without reference to the Disclosing Party’s Confidential
Information.

8.2 Protection of Confidential Information. The Receiving Party shall (i) use the same degree of care
that it uses to protect the confidentiality of its own confidential information of like kind (but in no event
less than reasonable care) (ii) not use any Confidential Information of the Disclosing Party for any
purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing
Party in writing, limit access to Confidential Information of the Disclosing Party to those of its
employees, agents, contractors and representatives who need such access for purposes consistent with
this Agreement and who have signed confidentiality agreements with the Receiving Party containing
protections no less stringent than those contained in this Agreement. The Receiving Party will be
responsible and liable for any breach of these obligations by any of its employees, agents, contractors
and representatives. Except as required by law, neither party shall disclose the financial terms of this
Agreement to any third party other than its affiliates and their legal counsel and accountants without the other party’s prior written consent.

8.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing such Confidential Information.

9.00 FORCE MAJEURE

Neither party shall be considered in breach of its obligations under this Agreement due to any failure to perform such obligations arising out of causes beyond the reasonable control, and without the fault or negligence, of such party. Such causes shall include, without limitation: acts of God; acts or omissions of any governmental authority, laws or regulations; fires, unusually severe weather, floods or other natural disasters; transportation stoppages or slowdowns or the inability to procure parts or materials; acts of terrorism, strikes or labor unrest; civil or military unrest; riots; degradation of telecommunications services; or where compliance with a condition herein would result in government imposed penalty or violation of applicable law. These causes will not excuse Licensee from paying accrued amounts due to Licensor through any available lawful means acceptable to Licensor. If any of these causes continue to prevent or delay performance for more than 180 days, Licensor may terminate this Agreement, effective immediately upon notice to Licensee.

10.00 INDEMNITY

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

10.1 Indemnification by Licensor. Licensor shall defend Licensee against any claim, demand, suit, or proceeding made or brought against Licensee by a third party alleging that the use of the Software in accordance with the documentation infringes or misappropriates the intellectual property rights of a third party (a “Claim Against Licensee”), and shall indemnify Licensee for any damages, reasonable attorney fees and costs finally awarded against Licensee or as finally settled by Licensor, provided that Licensee (a) promptly gives Licensor written notice of the Claim Against Licensee; (b) gives Licensor sole control of the defense and/or settlement of the Claim Against Licensee; and (c) provides to Licensor all reasonable assistance, at Licensor’s expense. In the event of a Claim Against Licensee, or if Licensor reasonably believes the Software may infringe or misappropriate a third party’s intellectual property rights, Licensor may in its sole discretion and in lieu of this indemnity (i) modify the Software so that it no longer infringes or misappropriates, provided such modification provides substantially similar functionality, (ii) obtain a license for Licensee’s continued use of the Software in accordance with this Agreement, or (iii) terminate Licensee’s right to use the Software upon 30 days’ written notice and refund to Licensee any prepaid Software fees, on a pro-rata basis for the time the Software was used in accordance with this Agreement.

10.2 Licensor has no obligation or liability under this Section 10 if the Claim Against Licensee results from: (i) any use of the Software not in accordance with this Agreement or the Documentation; (ii) a modification of the Software not performed by Licensor, or any modifications for non-standard features or functionality in connection with Services or otherwise at Licensee’s request, (iii) the failure to
promptly install a new maintenance release or version of the Software that would have eliminated the actual or alleged infringement or misappropriation, (iv) the use or combination of the Software with any non-Licensor product, information, design, specification, instruction, software, data, or material where such infringement would not have arisen but for such use or combination, (v) Licensor’s or its authorized representative’s compliance with instructions, designs, plans or specifications furnished by or on behalf of Licensee, (vi) any activities of Licensee after Licensor has notified Licensee that such activities may result in a Claim Against Licensee, (vii) Licensee’s negligence or intentional misconduct, or (viii) any patent infringement claim alleging infringement by Licensee-specific processes or methods created by or on behalf of Licensee using the Software and, but for such Licensee-specific method or process, the patent infringement claim would not have arisen.

10.3 THIS SECTION 10.00 SETS FORTH LICENSOR’S SOLE LIABILITY AND LICENSEE’S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT OR MISAPPROPRIATION CLAIM.

11.00 NOTICES

All notices given pursuant to this agreement shall be in writing and given either by actual delivery or sent by email (delivery and read receipt required) to the address set out below, or to such alternate address that a party has specified by notice given in accordance with this section:

To Collabware
Collabware
1188 West Georgia Street, Suite 1050
Vancouver, BC V6E 4A2
Attention: Graham Sibley
gsibley@collabware.com
To Licensee

CUSTOMER
CUSTOMER ADDRESS
CUSTOMER CONTACT
CUSTOMER CONTACT EMAIL

Notices shall be deemed to be received on the day they are actually delivered or as reflected by the delivery and read receipt if by email.

12.00 ENTIRE AGREEMENT

Licensee acknowledges that it has read this Agreement and the Schedules attached to it, understands each and agrees to be bound by the terms and conditions of each. Licensee agrees that this Agreement and the Schedules are the complete agreement between the parties and that this Agreement supersedes all prior agreements, oral or written and all other communications between the parties relating to the subject of this Agreement. This Agreement may supersede any previous rights to use the Software, including software licenses or subscriptions to use online versions of the Software.

13.00 PARTIES’ RELATIONSHIP

The parties are independent contractors. This Agreement does not and shall not be construed as creating a partnership, joint venture, agency of principal and agent, or other relationship.

14.00 GOVERNING LAW AND DISPUTE RESOLUTION

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

This Agreement and all related matters are governed solely by the laws of British Columbia, Canada and the applicable federal laws of Canada. The parties hereby irrevocably submit and attorn to the original
and exclusive jurisdiction of the Supreme Court British Columbia sitting in Vancouver, Canada, in respect of all disputes that the parties are permitted to take to court pursuant to this section.

If there is any dispute arising out of or relating to this Agreement, then the parties will use reasonable and good faith efforts to resolve such dispute, first by a maximum period of thirty (30) days of direct negotiation.

Any dispute arising out of or relating to this Agreement that is not settled by agreement between the parties within a reasonable time will be settled exclusively by binding arbitration by a single arbitrator. The location of the arbitration will be Vancouver, Canada. The arbitration will be governed by the Commercial Arbitration Act (British Columbia). The arbitrator will be selected and the arbitration conducted in accordance with the British Columbia International Arbitration Rules ("Rules") and conducted by the British Columbia International Commercial Arbitration Centre, except that the provisions of this Agreement will prevail over the Rules. The parties will share equally in the fees and expenses of the arbitrator and the cost of the facilities used for the arbitration hearing, but will otherwise each bear their respective costs incurred in connection with the arbitration. Depositions will not be allowed, but information may be exchanged by other means. The parties will use their best efforts to ensure that an arbitrator is selected promptly and that the arbitration hearing is conducted no later than 3 months after the arbitrator is selected. The arbitrator must decide the dispute in accordance with the substantive law of British Columbia. This requirement does not, however, mean that the award is reviewable by a court for errors of law or fact. Following the arbitration hearing, the arbitrator will issue an award and a separate written decision which summarizes the reasoning behind the award and the legal basis for the award.

The arbitrator cannot:

(i) Award damages excluded by the terms of this Agreement

(ii) Award damages in excess of the amount, if any, limited by the terms of this Agreement; or

(iii) Require one party to pay another party's costs, fees, lawyer’s fees or expenses.

The award of the arbitrator will be final and binding on each party. Judgement upon the award may be entered in any court of competent jurisdiction.

The dispute resolution procedures described in this Section are the sole and exclusive procedures for the resolution of any disputes which arise out of or are related to this Agreement, except that a party may seek preliminary or temporary injunctive relief from a court of competent jurisdiction if, in that party’s sole judgment, such action is necessary to avoid irreparable harm or to preserve the status quo. If a party seeks judicial injunctive relief as described in this Section, then the parties will continue to participate in good faith in the dispute resolution procedures described in this Section. The parties agree that no court which a party petitions to grant the type of preliminary or temporary injunctive relief described in this Section may award damages or resolve the dispute.

15.00 USAGE VERIFICATION

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

Licensor reserves the right to conduct an audit of Licensee’s records and operations related to the Software solely for purposes of ensuring Licensee’s compliance with this Agreement. Any audit shall be conducted at a mutually agreed upon date and time during Licensee’s standard business hours. If Licensor discovers through the results of an audit performed hereunder or through any other means
that Licensee owes Licensor Fees, then Licensee shall pay Licensor the additional Fees at the then-current list Fees rates. In the event an audit determines that Licensee owes Licensor for Fees in an amount exceeding 5% of the Fees paid during the current year of the Term, then Licensee shall reimburse Licensor for the reasonable fees associated with the performance of such audit.

16.00 GENERAL PROVISIONS

The Unenforceable Clauses Provision of 552.212-4 of the solicitation hereby deletes, amends or overrides this clause.

No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound. Any conflict between the terms of this Agreement and any Sales Order or other pre-printed terms shall be resolved in favour of the terms of this Agreement unless both parties agree otherwise in writing. By way of clarity, all standard terms contained in any Licensee purchase order or other form shall be overridden by the terms and conditions of this Agreement. Licensee agrees to comply with all import/export control or similar laws and regulations with respect to use of the Software, documentation, or technical data. The English version of this Agreement shall govern if this Agreement has been translated into other languages. If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect. The headings appearing at the beginning of the sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement. Neither this Agreement nor any rights under it may be assigned, transferred, shared or delegated by Licensee without the prior written consent of Licensor. This Agreement may be signed in counterparts, each of which when taken together forms one signed Agreement. This Agreement may not be modified or altered except by written instrument duly executed by both parties. This Agreement is binding upon and enures to the benefit of the successors to and permitted assigns of the parties.

The parties are signing this Agreement as of the date first set out above.

COLLABWARE by its authorized signatory:

_________________________________________  _________________________________
Authorized Signatory                     Name

_________________________________________
Title

CUSTOMER by its authorized signatory:
Authorized Signatory

Name

Title
Notes:
- Prices shown are in USD and do not include applicable taxes

The parties hereby expressly acknowledge and agree that if Customer issues any purchase order or similar document (whether issued prior to or following Customer’s execution of this Sales Order) in connection with the purchase of Software, it shall do so only for its own internal, administrative purposes and not with the intent to provide any contractual terms that may be set forth in such documents (all of which are hereby deemed rejected and extraneous to this Agreement), and Collabware’s performance shall not amount to an acceptance by conduct of any terms set out or referred to in any such purchase order or similar document.

Customer agrees, as indicated below, that either (i) Customer will issue a purchase order for the purchase of the Software described on this Sales Order upon execution of (ii) this Sales Order will serve as Customer’s purchase order and no separately issues purchase order will be required.

☐ Check this box if Customer will issue a purchase order.
Check this box if Customer will NOT issue a purchase order.

Invoicing is annual and automatically billed 60 days in advance of renewal period during agreement term.

Signed By

**COLLABWARE** by its authorized signatory:

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Authorized Signatory: [Name]

Title: [Title]

---

**CUSTOMER** by its authorized signatory:

---

Authorized Signatory: [Name]

Title: [Title]
APPENDIX C: SOFTWARE TERMS & CONDITIONS

The following terms and conditions apply to all vendors proposing software and related services under Schedule 36, Solicitation 3FNJ-C1-000001-B. Once approved by the MAS Contracting Officer, the negotiated terms should be incorporated into the contractor’s published GSA catalog. Note that these terms and conditions may be further negotiated at the order level by the ordering agency Contracting Officer.

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

WARRANTY

1.01 Licensor Warranties. Licensor warrants that (i) the Software will perform in substantial conformance with the Documentation (“Software Warranty”) for a period of thirty (30) days from Licensor’s Delivery (“Warranty Period”); and (ii) all Service shall be performed in a manner consistent with industry standards (“Services Warranty”). The foregoing warranties are conditioned upon the use of the Software strictly in accordance with the Documentation and written instructions, the absence of any misuse, damage, alteration or modification to the Software. Licensor does not warrant that the Software will meet Licensee’s requirements, that the Software will operate in the combinations with which Licensee may select for use, that the operation of the Software will be uninterrupted or error-free, or that all Software errors will be corrected. Licensor will have no obligations under this Section 6 if the breach is caused by (i) abuse, misuse, alteration, neglect, accidental damage, unauthorized repair or installation of Software; (ii) Licensee hardware, software, networks, or systems; or (iii) Licensee’s failure to use the Software in accordance with the applicable Documentation. For a breach of the Software Warranty, which is reported to Licensor during the Warranty Period, Licensor shall correct or replace the defective Software or, if such is not practical in Licensor’s reasonable judgment, Licensor shall accept the return of the defective Software and refund to Licensee the amount actually paid to Licensor with respect to any such returned Software. For a breach of Services Warranty, Licensor shall promptly re-perform the defective Service at no additional
charge, or if such is not practical in Licensor’s judgment, provide to Licensee a refund of the amount actually paid to Licensor for such defective Service, provided that Customer has reported such breach no later than thirty (30) days following Licensor’s performance of such Service. Each Software Warranty or Services Warranty breach shall be reported to Licensor in writing. Licensee shall allow Licensor reasonable remote and local access to the Software to perform Warranty support in accordance with Licensor’s remote access requirements.

THIS SECTION 1.01 SETS FORTH LICENSOR’S SOLE LIABILITY AND LICENSEE’S SOLE REMEDY WITH RESPECT TO ANY WARRANTY CLAIM.

1.02 DISCLAIMER. EXCEPT AS PROVIDED FOR IN SECTION 1.01, LICENSOR DISCLAIMS ALL WARRANTIES, CONDITIONS REPRESENTATIONS AND GUARANTEES, HOWEVER ARISING, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, AS TO THE SOFTWARE, DOCUMENTATION, SERVICES OR MAINTENANCE, INCLUDING BUT NOT LIMITED TO THE USE, SUFFICIENCY OR ACCURACY OF THE SOFTWARE, DOCUMENTATION, SERVICES OR MAINTENANCE AND EXPRESSLY EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES
The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software.

Collabware technical support information:

Support Telephone: 1(855) 268-0442

Support Email: support@collabware.com

Support Help Center: support.collabware.com

Hours of Operation: Monday through Friday 6:00 am to 6:00 pm Pacific Time except for Collabware holidays.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to
maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self-diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

☐ Software Maintenance as a service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service should be submitted to the ordering agency on a quarterly or monthly basis (or as otherwise specified by the ordering activity), after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES AND SOFTWARE MAINTENANCE

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time.
Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

Note: The phrase, “Term Licenses and/or Maintenance” in the preceding paragraphs may need to be revised in order to be consistent with the Offeror’s proposal; e.g., if only software maintenance is offered, all references to “term licenses” should be deleted from the preceding paragraphs.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

The terms and conditions regarding perpetual licenses are not applicable because it is not an option that Collabware offers commercially.

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days (or as otherwise specified by the ordering activity), for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to [enter number] % of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

The terms and conditions regarding perpetual licenses are not applicable because it is not an option that Collabware offers commercially.

a. After a software product has been on a continuous term license for a period of [enter number] months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
Note: Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the MAS-awarded terms and conditions, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 9.b.(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary
computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

"Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS:

The terms and conditions regarding perpetual licenses are not applicable because it is not an option that Collabware offers commercially.

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

12. RIGHT-TO-COPY PRICING

The Contractor shall propose pricing for right-to-copy licenses based on agency requirements.

Collabware does not offer Right-to-Copy licenses.
APPENDIX D: COLLABWARE SUPPORT AND MAINTENANCE PROGRAM

COLLABWARE SOFTWARE SUPPORT AND MAINTENANCE PROGRAM
(2019-01-01)

This Software Support and Maintenance Program, also referred to as “Software Support and Maintenance”, or “Support”, or “Maintenance”, is the support Collabware makes available to Collabware software license holder (“Licensee”) for unmodified Collabware software products. The purpose of this document is to:

- Describe the Collabware Software Support and Maintenance Program
- Provide definitions of Collabware support and maintenance related terminology
- Describe Collabware support services including issue resolution, incident reporting, technical documentation, distribution of software updates and upgrades
- List general procedures and conditions including important contact information

The Software Support and Maintenance Program includes:

- Technical support for an unlimited number of support requests
- Software updates and upgrades
- Issue and incident reporting

1 DEFINITIONS

Any terms used in this document which are not defined herein shall have the meaning ascribed to them in the Enterprise Software License Agreement or the Enterprise Software Maintenance Agreement made between Collabware and Licensee.

1.1 “Current Product” means those software products which have not been discontinued or retired by Collabware, and for which Collabware offers standard support and maintenance services. A Current Product may become an End of Life Product at Collabware’s sole discretion.

1.2 “End of Life Product” means those software products which have been discontinued or retired by Collabware, and for which Collabware no longer offers standard support and maintenance services.

1.3 “Customer Contact” means an individual designated by Licensee who may contact Collabware to request technical support including reporting incidents and requesting assistance with using Collabware software products.

1.4 “First Response Time” means the amount of time between when the Customer Contact first reports a support issue or incident and when a Collabware Support Agent sends an acknowledgement response to the Customer Contact.

1.5 “Hot Fix” means a single fix in one of the specific functional areas deemed critical for a specific site (e.g., when production has stopped). When a business justification review is completed and a complete technical feasibility assessment results in approval, the fix is delivered directly to the customer usually via secure download. The documentation delivered with the Hot Fix clearly identifies the software problems(s) that are addressed by a Hot Fix and any limitations. Hot Fixes are tested by the affected team(s) in a focused manner. Hot
Fixes are incorporated into subsequent software releases. Hot Fixes do not add new functionality; and are not functional unless the Licensee already has the required Product version installed.

1.6 “Incident” means the record of a customer request for technical assistance made via Collabware Help Center, by Web Form, email or phone. It contains technical notes and documentation of all interactions between the customer and support representative related to the request. A ticket tracking number is provided by Collabware Support after an Incident has been reported. This tracking number is used for referencing the request. The status of a ticket is either open (active) or closed (inactive).

1.7 “Service Level Target” means the value of a service metric at which an action on a support ticket complies with the Target Resolution Time. Only support tickets logged against an issue or incident in Licensee’s production environment are used to calculate this metric.

1.8 “Software License” means the limited grant of rights to use a Software program or component as defined by the terms and conditions in the Enterprise Software License Agreement.

1.9 “Software Updates” means a collection of files improve the software through enhancements and or that correct a problem with the software. Updates are available for download from the Collabware Help Center http://support.collabware.com. Collabware will send an email notification to the Licensee’s designated contacts advising when an update is available for download.

1.10 “Subscription Renewal” means the renewal of a Licensee’s subscription to Collabware product(s). A Subscription Renewal Invoice is issued 60 days prior to the expiration of the Subscription Term to all customers that have current software subscriptions. The invoice is emailed to the Customer Contact who has been designated to receive correspondence from Collabware. Support and Maintenance is included in a Licensee’s software subscription.

1.11 “Subscription Term” means the period in which Licensee is entitled to use Collabware software product(s) under their Enterprise Software License Agreement. This is defined by the software subscription start and end date specified in the agreement.

1.12 “Support and Maintenance Renewal” means the renewal of a Licensee’s support and maintenance under their Enterprise Software Maintenance Agreement. A Support and Maintenance Renewal Invoice is issued 60 days prior to the expiration of a Support and Maintenance term to all customers who have current Support and Maintenance subscriptions. The invoice is emailed to the Customer Contact who has been designated to receive correspondence from Collabware.

1.13 “Support and Maintenance Term” means the period in which the Licensee is entitled to receive support and maintenance under their Enterprise Software Maintenance Agreement. This is defined by the support and maintenance start and end date specified in their agreement.

1.14 “Support Services” means software technical support or technical assistance provided by Collabware to the Licensee and Collabware user community.

1.15 “Target Resolution Time” means the amount of time between when a support ticket is created and when the reported issue is deemed by Collabware to be solved.

1.16 “Updates” mean modifications and/or minor feature changes to the software, as determined by Collabware, and not defined as an Upgrade.

1.17 “Upgrades” mean new features or enhancements to the software that significantly add, enhance, or increase product features or major functionality.

1.18 “Workaround” means a series of instructions, procedural steps or usage clarifications to avoid an error or circumvent its effects. A Workaround does not involve issuance of new programming code.
2 SUPPORT AND MAINTENANCE

During the Support and Maintenance Term or the Subscription Term, and subject to the applicable fees and the terms of this program, Collabware shall provide the following support and maintenance services.

2.1 Support. Support includes the following solely for Current Products:

(a) **Collabware Help Center.** Customer Contact(s) will have access to the Collabware Help Center, which includes product documentation and other resources. Customer Contact(s) can access the Help Center through [http://support.collabware.com](http://support.collabware.com); and the Collabware Help Center can be used to submit a support request using an online form.

(b) **Support Requests and Incident Reporting.** Customer Contact(s) can submit a support request or report an Incident using the Collabware Help Center online form, via email or via telephone.

(c) **Unlimited Support Requests.** Customer Contact(s) has an unlimited number of support requests.

(d) **Updates.** Collabware will make available to Customer Contact(s) a copy of any software updates and upgrades to Collabware products licensed through Collabware. Software updates and documentation are available through the Collabware Help Center.

(e) **Hot Fix.** Collabware will make a Hot Fix available to Customer Contact(s) after a Collabware business justification review is completed and a complete technical feasibility assessment results in approval. The Hot Fix is delivered directly to the customer usually via secure download.

(f) **Live Remote Support for Select Issues.** Collabware may interact with Customer Contact(s) using Citrix® GoToMeeting or similar software to assist in the support resolution process.

2.2 Limitations on Support and Maintenance

- **Support Hours.** Collabware will provide support services to Customer Contact(s) only during normal business hours between 6:00 a.m. and 6:00 p.m. Pacific Time, Monday through Friday, excluding Collabware recognized holidays.

- **Support and Maintenance on Current Products Only.** Support and maintenance are provided for current software products only. Any Collabware software products that have been designated as an End of Life Product is excluded from the Support and Maintenance Program.

- **Unsupported Software.** Support is limited to unmodified Collabware software. Sample applications that may ship with each product are provided for demonstration purposes and are considered unsupported.

- **Unsupported Customizations.** Any customizations made by third parties are unsupported.

- **Guided Installations and Upgrades.** Guided installations and upgrades are not covered under the Collabware support and maintenance program. A separate professional services package can be purchased through Collabware Sales.

- **Collabware Software and Maintenance Program Changes.** The terms and conditions of the Support and Maintenance Program are subject to change by Collabware with thirty (30) days written notice.

2.3 Preparing for Contacting Collabware Support

When contacting Collabware for technical support, Customer Contact(s) must be prepared to provide as much of the following information as possible:

- The phone number and email address where Customer Contact can be reached
- The version of the Collabware software
- The version of operating system and database used, if possible
applicable  o A description of what Customer Contact was doing when the problem occurred  o The exact wording of any error messages that may appear on the screen  o Applicable log files
   o Any steps already taken in an attempt to resolve the problem

2.4 Submitting Support Requests and Reporting Incidents
Licensees are required to designate Customer Contact(s) for all direct support-related communications with Collabware. Licensee may replace a Customer Contact at any time by notifying Collabware Support. Customer Contact(s) may contact Collabware Support via:

a) Collabware Help Center: Customer Contact(s) may submit a support request or report an Incident through the Online Form found in the Collabware Help Center [http://support.collabware.com](http://support.collabware.com). Customer Contact should include as much information as possible as outlined in the section Preparing for Contacting Collabware Support. Requests submitted through the Online Form outside of normal hours of operation are assigned to a Collabware Support Agent the following business day. Support Requests are answered on a first come, first served basis.

b) Email: Customer Contact(s) may submit a support request or report an Incident via support@collabware.com. Customer Contact should include as much information as possible as outlined in the section Preparing for Contacting Collabware Support. Requests submitted via email outside of normal hours of operation are assigned to a Collabware Support Agent the following business day. Support Requests are answered on a first come, first served basis.

c) Telephone: Customer Contact(s) may submit a support request or report an Incident via telephone (855-268-0442). A Collabware Support Agent will create a support ticket for the Customer Contact. Customer Contact should include as much information as possible as outlined in the section Preparing for Contacting Collabware Support. Requests submitted via telephone outside of normal hours of operation are assigned to a Collabware Support Agent the following business day. Support Requests are answered on a first come, first served basis.

All support requests and incident reports whether submitted through the Collabware Help Center, Email or Telephone are given the same priority and level of attention.

2.5 Severity Definitions and Response Times
The following are Collabware’s severity definitions and targeted response times during normal hours of operation. Normal hours of operation are Monday through Friday 6:00 a.m. to 6:00 p.m. (Pacific Time) excluding Collabware holidays. Support requests submitted outside of the normal hours of operation will be responded to the following Collabware business day.

Licensee may select the severity of the support request when submitting the online support form; or may specify severity if submitting support ticket via email. Collabware reserves the right to adjust the severity level of any support ticket.

<table>
<thead>
<tr>
<th>Severity</th>
<th>Definition</th>
<th>First Response Time</th>
<th>Target Resolution Time*</th>
<th>Service Level Target**</th>
</tr>
</thead>
</table>

*Target Resolution Time is the time within which the support request is expected to be resolved.
**Service Level Target is the time within which the support request is expected to be resolved.
| Severity 1 (High) | Product malfunction or failure significantly impacting product functionality in a production environment.  
No workaround is available. | Within 2 business hours of Collabware receiving support request | Within 3 business days | 90% |
|------------------|-------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|------------------------|-----|
| Severity 2 (Medium) | Product malfunction or failure significantly impacting product functionality.  
A workaround is available. | Within 4 business hours of Collabware receiving support request | Within 5 business days | 90% |
| Severity 3 (Low) | Product malfunction or failure does not significantly impact core product functionality.  
Includes non-critical issues, general questions, feature requests, documentation issues, and non-production environment issues. | Within 8 business hours of Collabware receiving support request | Within 10 business days | 90% |

*Target Resolution Times are measured against Collabware normal hours of operation Monday through Friday 6:00 a.m. to 6:00 p.m. (Pacific Time) excluding Collabware holidays.*

**Any incidents deemed to not be an issue with a Collabware product (for example: the root cause is determined to be a configuration of a Microsoft or third-party software product) will not count against the Service Level Target. Also, Incidents reported in a non-production environment will not count against the Service Level Target.**

### 2.6 Resolution Time

Resolution times are dependent on factors that are often outside the control of Collabware. These factors often include but are not limited to integration with third-party applications, security issues, limitations based on user-designed workflow, customer environment limitations and customer availability.

Collabware is generally able to answer questions and suggest solutions on the same day the support request is received, however the turnaround time for a response will depend on the complexity of the Incident. While it is Collabware’s goal to provide an acceptable resolution to all incoming issues, Collabware cannot predict resolution time.

The Target Resolution Time outlined above apply to Collabware core functionality only. Any Incidents resulting from Microsoft software, third-party software or unsupported configurations are excluded.

### 2.7 Resolution Definition

A support ticket is considered resolved when at least one of the following conditions are met:

- A clear, concise answer has been delivered that resolves the issue
- A feature request or bug has been logged
o A ticket has been in Pending status and the customer has not responded to Collabware support agent within 3 business days

2.8 Service Targets and Credits
Collabware will provide a one-month service credit on future Subscription Renewal or Support and Maintenance Renewal for any month where the Service Level Target percentages are not achieved. The Service Target percentage is calculated as the percentage of successful Incident Resolutions as compared to the outlined Target Resolution Time for the corresponding Incident Severity. The service credit is calculated as 1/12th of the net annual software renewal amount.

Service Level Targets are tracked within Collabware Support Service Desk software. Customer Contact(s) and/or Licensee will be notified by Collabware of any service credit that will apply upon renewal.

3 CONTACT INFORMATION
Collabware Support
Tel.: 855-268-0442
Email: support@collabware.com
Website Address: http://support.collabware.com
Hours: 6:00 a.m. to 6:00 p.m. (Pacific Time) Monday through Friday, except Collabware holidays

Collabware Headquarters
Tel.: 778-724-1812
Email: info@collabware.com
Website: http://www.collabware.com
Hours: 8:00 a.m. to 5:00 p.m. (Pacific Time) Monday through Friday, except Collabware holidays

Collabware Product Training
Email: train@collabware.com
End User License Agreement
Concerning the SignRequest eSignature solution

between

[SignRequest Solutions B.V.] and

[customer]

This Licensing Agreement applies to sales through Systems Engineering Solutions Corporation’s GSA IT70 schedule (contract #GS-35F-455AA).

Parties

SignRequest Solutions B.V., a company with limited liability (besloten vennootschap met beperkte aansprakelijkheid), [incorporated] under the laws of the Netherlands, having its corporate seat in Amsterdam (address: Singel 542, 1017 AZ Amsterdam, The Netherlands), trade register number [] (“SignRequest”);

[name], a [company with limited liability], incorporated under the laws of [country], having its corporate seat in [place] [(address: [address]), trade register number [number] (the "Customer");

The parties under 1 and 2 collectively referred to as the “Parties” and individually a “Party”.

Recitals

SignRequest has developed an on-premise electronic signature solution (the "SR Solution").

United States government agencies may acquire a license to use the SR Solution.

The Customer is (Enter Customer here) and has notified SES that it wishes to acquire a license to use the SR Solution.

The license gives Customer the right to access and use the SR Solution Components (as defined below) and related intellectual property rights to develop and integrate the SR Solution into its products and services.

Upon execution of this Agreement, SES shall deliver to the Customer one reproducible copy of the SR Solution Components.

Parties wish to set out the terms and conditions of the license in this end user license agreement (the "Agreement").

Agreement

Definitions

1.1 The headings in this Agreement are for ease of reference only and do not affect the meaning and interpretation of the clauses, and unless specified otherwise, all references to a "Clause" or "Clauses" are to a clause or clauses of this Agreement.

1.2 Unless this Agreement expressly provides to the contrary, any reference in this Agreement to:

a) a singular word includes the plural and vice versa and words in a particular gender include all genders;

b) references to the Parties shall include their successor(s) and permitted transferees and assigns;

c) a date that is not a business day shall be deemed to be to the date of the following business day; and
2 Grant of License and Delivery of Code

2.1 For the duration of this Agreement, SignRequest grants the Customer a non-exclusive, non-transferable, non-assignable, license (the "License") to use and enhance the SR Solution, to create derivative works based on the SR Solution and bill-of-material including, but not limited to, source code, documentation, build scripts, test scripts, test data, test harnesses, product management and automation scripts ("SR Solution Components") and all related intellectual property rights (collectively, the "Intellectual Property Rights"). Such License is granted to the Customer to develop software to integrate with existing third-party software solutions used by the Customer for electronic execution of documents.

2.2 The License is limited to a maximum number of documents to be created through the SR Solution by the Customer (the "Maximum Use"), as further specified in Annex A.

2.3 Other than through making available its e-signature products as set out in Clause 2.1, the Customer shall not sell or distribute the SR Solution or SR Solution Components. The Customer shall not sublicense, assign, transfer, disclose or otherwise distribute in whole or in part the SR Solution Components or derivative works based on the SR Solution and SR Solution Components to any third party, or to anyone not otherwise authorized to receive the SR Solution Components pursuant to the terms of this Agreement. The Customer shall not use the SR Solution and SR Solution Components for any other commercial or competitive purpose or under any other circumstances than the explicit purpose or circumstances for which the License is granted.

2.4 Subject to Customer agreement with SES, SES shall deliver to Customer one reproducible copy of the SR Solution Components.

3 License Fee

3.1 For the use of the License, the Customer shall pay a fee (the "License Fee").

3.2 The terms and conditions relating to the payment of the License Fee by the Customer to SES and transfer of the License Fee from SES to SignRequest are set out and specified in SES' GSA IT70 Schedule (contract #GS-35F-455AA).

4 Third Party Software

4.1 Parties acknowledge that third party software is incorporated in the SR Solution and SR Solution Components and that the SR Solution and SR Solution Components are subject to ongoing incorporation of third-party software ("Third-Party Software"). Open source software carries a license approved by the Open Source Initiative or carries a license that is by default compatible to sublicense ("Open Source"). SignRequest warrants that, regarding Third-Party Software that is not Open Source, pursuant to the agreements with, and declarations from the owners of such Third-Party Software, SignRequest may grant licenses for the use of the SR Solution and SR Solution Components, and that such licensing does not infringe any intellectual property rights related to the Third-Party Software.

5 Costs

5.1 The Customer shall bear the costs for the deployment and operation of the SR Solution in its systems, including the costs and expenses for the operation of the SR Solution supporting services and systems (including but not limited to e-mail, digital certificates and text-message services).

6 Services

6.1 During the term of this Agreement, SignRequest shall provide [the Customer] with services relating to the deployment of the SR Solution and consultation on issues that may arise in operating the SR Solution (the "Services"), insofar as these Services are set out in Annex A.

7 Contributions

7.1 The Parties shall work together on all bug fixes, amendments, enhancements, updates, new features, additional functionality and derivative works based on the SR Solution Components in the form of source code and shall provide each other with the source code for derivative works, including any necessary and supporting artifacts such as, but not limited to, documentation, test data and results ("Contributions"), in order to permit SignRequest to ensure that all Contributions are interoperable and function properly within the SR Solution. The Customer is aware and agrees that failure to share Contributions with SignRequest promptly to integrate into or otherwise implement within the baseline code may result in the Customer's code being incompatible with current and/or future versions and updates of the SR Solution Components. The Customer represents and warrants that failure to provide Contributions to SignRequest shall constitute a material breach of this Agreement and

1 https://opensource.org/licenses
shall entitle SignRequest to, at its election, seek equitable relief to ensure its ability to protect the functionality of the SR Solution; or terminate this Agreement with immediate effect.

7.2 The Parties shall promptly notify each other of any Contributions and, upon request of the recipient Party, provide the recipient Party with (i) a reproducible copy of the Contribution, and (ii) a copy of the relevant supporting technical documents. The recipient Party shall, at its sole discretion, determine whether to implement such Contributions. The recipient Party shall be responsible for the implementation of the Contribution.

7.3 Any Contributions by SignRequest shall form part of the License granted to The Customer pursuant to this Agreement.

7.4 To the extent that Contributions made by the Customers are not available in the public domain, The Customer shall provide SignRequest with a non-exclusive, royalty-free, perpetual, no-charge, worldwide, irrevocable license to sell, use, distribute, copy, modify and enhance any Contribution by the Customers, and to create derivative works based on such Contribution and to include all or any part of such Contribution or derivative works based on such Contribution as part of SignRequest's own products and services and sell such products and services to SignRequest customers.

7.5 The Customer acknowledges that all original works of authorship that are made by its employees, contractors, subcontractors and any other of their personnel ("Personnel") pursuant to this Agreement are protectable by copyright and are “works made for hire,” pursuant to United States Copyright Act (17 U.S.C., Section 101). The Customer shall use its best efforts to ensure that the respective Personnel shall execute comprehensive assignments of all right, title and interest, including all ownership and intellectual property rights (including but not limited to patent, trade secret, trademark, copyright, mask work as defined anywhere in the world) to any source code or related works developed pursuant to this Agreement ("Inventions") to the Customer when first reduced to practice or first fixed in a tangible medium, as applicable. These assignments shall be made in writing, whether such Inventions (and all proprietary rights thereto) are patentable or registrable under applicable statutes made or conceived or reduced to practice or learned by such Personnel, either alone or jointly with others, during the period of such Personnel's employment with the Customer. Inventions assigned to the Customer pursuant to this Agreement shall be incorporated into the Contributions automatically.

7.6 The Customer agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by SignRequest) of all Inventions made by or assigned to them during the term of this Agreement, which records shall be available to and remain the sole property of SignRequest at all times.

7.7 The Parties shall not knowingly include in the Contributions code, processes or other technology that infringe or violate any validly registered U.S. patent, copyright or trademark ("Infringing Technology"). If any Contribution includes Infringing Technology that was known to the Party that created, developed or provided the Contribution to be infringing or otherwise owned by a third party, the Parties (each an "Indemnifying Party" and together, the "Indemnifying Parties") shall each indemnify and hold the other Parties (each, an "Indemnified Party" and together, the "Indemnified Parties") harmless from and against damages, costs, and attorneys' fees, if any, finally awarded against the Indemnified Party or Parties from any claim of infringement or violation of any validly registered U.S. patent, copyright, or trademark asserted against the Indemnified Party or Parties by a third party based upon the Indemnified Party's or Parties' use of the Contributions or SR Solutions in accordance with the terms of this Agreement, provided that the Indemnifying Party or Parties shall have received from the Indemnified Party or Parties: (i) notice of such claim within ten (10) days of the Indemnified Party receiving notice of such claim; and (ii) all reasonable necessary cooperation of the Indemnified Party.

8     Intellectual Property Rights

8.1 SignRequest shall retain exclusive ownership of and title to the SR Solution, the SR Solution Components, the Intellectual Property and any Contributions by SignRequest, including without limitation, all inventions, concepts, creations, developments, improvements, modifications, enhancements and other derivative work created by SignRequest or jointly with SignRequest pursuant to this Agreement.

8.2 Each Party shall retain all ownership rights to intellectual property existing previous to the conclusion of this Agreement (including but not limited to source code, trademarks, copyrights, patent rights, trade secrets, confidential or proprietary information, techniques, methods, software, technology, plans, designs, and business processes).

9     Confidentiality

9.1 For the purpose of this Agreement, "Confidential Information" means all information provided by a Party ("Disclosing Party") to the other Party ("Receiving Party") of which the Receiving Party ought to know that it is confidential in nature or which is designated as 'confidential' at the time of disclosure, including but not limited to the SR Solution Components, Contributions, Intellectual Property, business, marketing, technical or scientific information regardless of the form in which the information has been communicated or obtained by a Party.

9.2 Information does not qualify as Confidential Information if the Receiving Party can demonstrate by means of written documents that (i) such information was already available in the public domain without any direct or indirect involvement of the Receiving Party or (ii) the information was already lawfully in possession of the Receiving Party before receiving it from the Disclosing Party.
9.3 During and after this Agreement, each Party shall strictly treat and keep Confidential Information confidential and shall not disclose or discuss any Confidential Information, in whole or in part, to or with any third party including employees of affiliated parties (such as parent, subsidiary or group companies) unless authorized to do so by the Disclosing Party in writing in advance.

9.4 The Customer shall compose an exclusive group of employees, subcontractors and employees of their subcontractors to work closely with the SignRequest team and with the SR Solution Components (the "Key Employees"). The Key Employees shall be limited to as small a group of people as reasonably possible and shall be identified to SignRequest in advance of the Key Employees receiving any software that is designated as Confidential Information. Within The Customer only the Key Employees shall receive access to any part of the Confidential Information. Confidential Information – or relevant parts thereof – shall be shared with individual Key Employees on a strict need to know basis. The Customer shall provide SignRequest with an overview of the Key Employees and shall represent and warrant that each Key Employee is in the possession of an appropriate level security clearance. The Customer shall immediately notify SignRequest of any changes to the pool of Key Employees and the reason(s) for such changes. Any change to the pool of Key Employees requires prior written approval of SignRequest. Key Employees shall be informed in advance of receiving any Confidential Information of the confidential nature of the Confidential Information and shall sign a confidentiality agreement to maintain the confidentiality thereof on terms no less protective than the terms of this Clause 9. Each Party shall be responsible for the breach by its employees or its subcontractors’ employees of this Clause 9. Any failure to comply with the terms of this Clause 9 shall constitute a material breach of this Agreement.

9.5 During and after this Agreement, each Party shall not utilize, employ, exploit or use any Confidential Information for any purpose (including, but not limited to any competitive or commercial purpose) other than for the purpose for which the Confidential Information was disclosed.

9.6 The foregoing prohibition on disclosure of Confidential Information shall not apply to the extent Confidential Information is required to be disclosed by the Receiving Party as a matter of law, stock exchange requirement or by order of a court or by a regulatory body, provided that the Receiving Party (unless legally prohibited) promptly notifies the Disclosing Party so that it may seek an appropriate protective order or other possible steps to prevent or limit disclosure. The Receiving Party shall cooperate with the Disclosing Party in obtaining a protective court order and shall take such other action at the request of the Disclosing Party as may be appropriate or required under the circumstances.

9.7 Each Party shall ensure that the Confidential Information is protected with the highest degree of security and in accordance with all applicable privacy regulations.

9.8 Upon termination of the Agreement, the Receiving Party shall permanently destroy all of the Confidential Information in its possession, regardless of medium, and an authorized representative of the Receiving Party shall certify in writing to the Disclosing Party that it has destroyed all Confidential Information and has caused its employees and subcontractors to do the same. The Receiving Party may, after having informed the Disclosing Party, retain a copy of the Confidential Information solely for the purposes of complying with applicable laws or regulations, and shall disclose to the Disclosing Party the nature and citations of such laws or regulations.

10 Data Protection

10.1 Notwithstanding and in addition to Section 9 (Confidentiality), Parties acknowledge that in performing their obligations under this Agreement, Parties may access, process and/or use personal data received from another Party and/or its customers (collectively, "Other Party’s Personal Data") and that the access, processing and use of such Other Party’s Personal Data must be in strict accordance with the other Party’s privacy policies and the relevant data privacy and/or data protection laws in force in countries where SignRequest or The Customer respectively is located or does business (collectively, "Data Protection Laws").

10.2 Insofar as one party may access, process and/or use the data Other Party’s Personal Data for the purpose of performing its obligations under this Agreement, this Party undertakes that such processing shall be in compliance with the Data Protection Laws and that, where necessary, they shall undertake all necessary additional arrangements required by such laws. The other Party shall provide the one Party all reasonable cooperation necessary to meet such obligations, including, but not limited to, concluding the necessary agreements.

11 Term

11.1 This Agreement automatically terminates on the end of the earlier of:

(a) Expiry of the Term of this Agreement, as specified in Annex A; or
(b) the Maximum Use (as specified in Annex A) being achieved.²

11.2 The Customer shall inform SignRequest promptly, but no later than 10 days after 50% of the Maximum Use documents have been created by them and/or their end users using the SR Solution. SignRequest may track SR Solution Components user statistics relating to numerical statistics only but shall not be entitled to track such statistics relating to protected personally identifiable information.

² To discuss / consider: automatic extension mechanism
11.3 Three months before the automatic termination of this Agreement pursuant to Clause 11.1 (a) or in the event of clause 11.2, the Parties shall discuss whether they wish to extend this Agreement.

11.4 Either Party may terminate this Agreement in writing with immediate effect, without any notice being required and without being liable for any damages as the result of the termination or being obligated to refund any payment if the other Party:

(a) has been dissolved or liquidated, or is in dissolution or liquidation, has been granted suspension of payments or has been declared bankrupt or substantial parts of the property of the other Party are attached for foreclosure purposes; or

(b) breaches any provision of this Agreement and fails to cure such breach within 14 days of the non-breaching Party’s written notice of such breach.

11.5 The provisions of this Agreement that by their nature extend beyond the termination of this Agreement shall continue in full force and effect notwithstanding the termination of this Agreement, in particular, 7.4 (Licence for Contributions), 8 (Intellectual Property Ownership), 9 (Confidentiality), 10 (Data Protection), 11 (Term).

12 Penalty

If the Customer breaches or infringes any of the provisions set out in clauses 7.1 (Contributions), 7.5 (Intellectual Property Rights), 9 (Confidentiality) or 10 (Data Protection) it shall for the benefit of SignRequest, without any demand or prior notice, forfeit a penalty of USD 200,000 and an additional penalty of USD 25,000 for every day that the breach continues, commencing on the day of the breach, without any prejudice to any other rights or remedies available to the other Party, including the right to claim damages and/or performance.

13 Open Source

13.1 Parties acknowledge and understand that SignRequest wishes to retain the possibility to convert its SR Solution and SR Solution Components into an open source code in the future, and that in doing so SignRequest might be obligated to disclose the name(s) of the developer(s) of any Contributions which were added to the SR Solution or SR Solution Components.

14 Third Party Products and Content

14.1 SignRequest may provide, or third parties may provide, links to other third-party websites, services, or resources that are beyond our control. SignRequest is not responsible for these third-party products or content. SignRequest makes no representations or warranties as to the quality, suitability, functionality, or legality of any third-party products or third-party content to which links may be provided, and The Customer hereby waives any claim it might have against SignRequest with respect to such. The Customer agrees that SignRequest is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third-party products or third-party content. Any disclaimers, waivers, and limitations on liabilities only presumptively apply where the third-party product or content was chosen by SignRequest as an integral component of the SignRequest services functionality and the choice was not made with blatant disregard to the risks, so long as those risks have been disclosed to the Customer.

15 Expenses

15.1 Except if otherwise specified herein, all expenses incurred by Parties relating to this Agreement shall be borne by the Party incurring such expenses.

16 Indemnification

16.1 Without prejudice to Clause 17, SignRequest shall indemnify, defend and hold harmless the Customer against damages and losses that are paid or payable by Customer to third parties resulting from any actual infringement, violation or misappropriation of the intellectual property rights of any third party by the SR Solution or SR Solution Components.

16.2 In response to any claim or potential claim of infringement, if required by settlement or injunction, or if SignRequest determines that such actions are reasonably necessary to avoid material liability, SignRequest may: (i) procure a license for the affected portion of the SR Solution or SR Solution Components; (ii) modify the SR Solution or SR Solution Components so as to avoid infringement but be materially equivalent; or (iii) terminate the affected SR Solution or SR Solution Component license and refund any subscription fees the Customer has pre-paid for the terminated portion of the applicable subscription term, subject to Customer consent, which will not unreasonably be withheld. Notwithstanding the above, SignRequest’s obligation under this section does not apply to the extent infringement results from: (a) third party products/services or combinations with these items; or (b) modification of the SR Solution or SR Solution Components by someone other than SignRequest.

16.3 Each Party’s obligations pursuant to this Clause 16 are expressly conditioned on the party seeking indemnification providing the indemnifying party with (i) prompt written notice of any indemnifiable claims, and (ii) sole control over, and reasonable cooperation with, the defense and/or settlement of all indemnifiable claims; provided that the indemnifying party may not settle any claim or otherwise enter into any agreement imposing any obligation or admission of fault on the indemnified party that is not fully covered by an indemnification obligation.
hereunder). Neither party shall be obligated to indemnify the other party in case that claims are a result from the other party's gross negligence or willful misconduct.

17 Limitation on Liability

17.1 To the maximum extent permitted by applicable law, in no event will SignRequest be liable for any damage, loss, loss of use, lost or inaccurate data, interruption of business, lost profit, costs of delay, reputational harm, injury sustained or any direct, special incidental, cover, reliance or consequential damages of any kind however caused sustained by the Customer or any third party arising out of or in connection with the use of the SR Solution, the SR Solution Components, Contributions, or consulting or assistance provided by SignRequest even if informed in advance of the possibility of these damages.

17.2 SignRequest's total liability will not exceed in aggregate the amount actually paid or payable by the Customer for the SR Solution and SR Solution Components in the twelve (12) month period preceding the claim, or the twelve (12) month period which includes the time during which the damage occurred, whichever is less.

17.3 Notwithstanding the foregoing, none of the limitation in this Clause 17 excludes either SignRequest's liability for fraud or death to the extent caused by SignRequest's negligence; or personal injury to the extent caused by SignRequest's gross negligence.

17.4 Each party acknowledges and agrees that this clause 17 is a fundamental basis of the bargain and a reasonable allocation of risk between the parties and will survive and apply to any claims between the parties arising out of or related to these terms, regardless of the theory of liability (contract, tort, strict liability or otherwise), even if any limited remedy in these term is found to have failed of its essential purpose.

18 Limited Warranty

18.1 The SR Solution is provided with a limited warranty that the SR Solution will perform in all material respects in accordance with the documentation when operated in accordance with the documentation. Except for the limited warranty in Clause 18.1, SignRequest does not make any warranties, express or limited, statutory or otherwise, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement. SignRequest makes no representation, warranty or guarantee that SignRequest service will meet the Customer's requirements or expectations, that customer data will be accurate, complete or preserved without loss, or that SR Solution will be timely, uninterrupted or error-free. SignRequest does not guarantee that security measures will be error-free and will not be responsible or liable for unauthorized access beyond its reasonable control. SignRequest will not be responsible or liable in any manner for any customer properties, customer data, third-party products, third-party content, or non-SignRequest services (including for any delays, interruptions, transmission errors, security failures, and other problems caused by these items), for the collection, or the use and disclosure of customer data authorized by these terms. The Disclaimers in this section 18 will apply to the maximum extent permitted by applicable law. The Customer and end users of the SR Solution may have other statutory rights, however, any statutorily required warranties under applicable law, if any, will be limited to the shortest period and maximum extent permitted by law.

19 Notice

19.1 Any notice or other communication under or in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered mail or e-mail to the Party due to receive the notice at the relevant address set out in Annex A, or at such other address as the Party shall have furnished to each other Party in writing in accordance with this Clause 19.

19.2 Any notice sent in accordance with this Clause 19 shall be deemed effective:

19.2.1 if delivered personally: upon delivery;

19.2.2 if sent by registered mail: 7 days after mailing, provided however, that any notice of change of address shall only be valid upon receipt;

19.2.3 if sent by e-mail: upon transmission and electronic confirmation of receipt.

19.3 For ease of communication, the Parties agree that an electronic copy of each notice or other communication shall be sent by e-mail for reference, without prejudice to Clause 19.1.

19.4 The provisions of this Clause 19 shall not apply (i) in relation to the service of documents for the purpose of litigation or (ii) insofar as explicitly stated otherwise in this Agreement.

20 Assignment

20.1 Except as explicitly permitted under this Agreement, no Party shall (purport to) assign or transfer any of its rights or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Parties hereto.
Remedies and Waivers

21.1 Each Party waives its right to, after the execution of this Agreement, in whole or in part:

21.1.1 rescind this Agreement;
21.1.2 nullify this Agreement; or
21.1.3 alter this Agreement.

21.2 The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by Law.

21.3 Any waiver under this Agreement may be given only in writing and specifically. Failure to exercise or any delay in exercising or partially exercising any right under this Agreement by any Party (which includes the granting by a Party to another Party of an extension of time in which to perform its obligations under any provision hereof) shall not be deemed to constitute forfeiture of such right.

Export Laws

22.1 Customer acknowledges that the SR Solution, SR Solution Components and Services are subject to export control laws and regulations of the United States (including, but not limited to, the US Export Administration Act, sanction regulations from the U.S. Department of Treasury Office of Foreign Assets Control), and of other jurisdictions. Customer is responsible for obtaining any required export or import authorizations for use of the SR Solution, SR Solution Components and Services. Customer represents and warrants that it is not on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country. Customer must not access or use the SR Solution, SR Solution Components or Services in violation of any U.S. export embargo, prohibition or restriction.

Cooperation

23.1 Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

Force Majeure

24.1 Except for payment obligations or any obligations relating to the protection of or restrictions applicable to the other Party’s Confidential Information or intellectual property, neither party shall be liable to the other or in breach of this Agreement due to any failure or delay in performance of its obligations to the extent the failure or delay arises (and only for the duration that the affected party is precluded from performing) as a result of acts of God, fire, disaster, explosion, vandalism, adverse weather conditions, labor disputes or disruptions, epidemics, health emergencies, wars, national emergencies, civil disturbances, shortages of materials, actions or inactions of government authorities, terrorist acts, border delays, failures or interruptions of utilities or telecommunications equipment or services, system failures or any other cause that is beyond the reasonable control of that party.

Right to Audit

25.1 The Customer shall ensure that a SignRequest representative may to the extent permitted by law, during and for 2 years after this Agreement, during normal business hours and upon giving reasonable notice of its intent to conduct such an audit, examine and copy any code, technical or usage logs, computer systems, documents, records and other information relating to the implementation and use of the SR Solution by the Customer and its end users. In the event of such audit, The Customer shall comply with the reasonable requests of SignRequest and its representatives and provide access to all records necessary to the audit.

Severability

26.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. Any such invalid or unenforceable provision shall be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable and which interpretation shall be as close as possible to the intent of the invalid or unenforceable provision.

Counterparts

This Agreement may be executed in any number of counterparts, as such having same effect as if the signatures on the counterparts were on a single copy of this Agreement.
Entire Agreement

This Agreement, together with the annexes, constitutes the entire agreement between the Parties on the subject matter hereof, and supersedes any earlier (verbal or written) agreements or negotiations between the Parties.

Governing Law and Enforcement

29.1 This Agreement and its enforcement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts-of-law principles. The exclusive venue for any action relating to this Agreement shall be the state and federal courts situated in the State of New York, County of New York, and each party expressly consents to the jurisdiction of such courts.

SignRequest Solutions B.V.     [name of the Customer]

Signature  
Signature

Name representative  
Name representative

Title representative  
Title representative

Place  
Place

Date  
Date

Annexes

Annex A – Commercial specifics of the License
Annex A – Commercial License Specifics

32 Specification of the License

32.1 In addition to the provision of the Agreement, to which this annex is attached as Annex A, the License provided pursuant to the Agreement is limited as follows:

(a) the term of the License and the Agreement is [@ year / @ months], i.e. a period commencing on [@] and ending on [@] (the "Term").

(b) the Maximum Use is [@] documents.

33 Service Level Statement

The services provided by SignRequest will be bespoke and therefore agreed upon between the Customer and SignRequest on an order level basis. The agreed upon services relevant to Customer will be set out in this Annex.

34 Notice

34.1 In accordance with provision 20 of the Agreement, the relevant addresses of the Parties are as follows:

(a) SignRequest

[address]
[e-mail address]
[phone number]

(b) [name customer]

[address]
[e-mail address]
[phone number]
HelloSign Enterprise Agreement

This HelloSign Enterprise Agreement (the “Terms” or the “Agreement”) govern access to and use of the HelloSign websites and services (collectively “HelloSign Service”) provided by JN Projects, Inc. dba HelloSign (“HelloSign”, “we” or “us”) to you. You are the individual or entity that creates an account or purchases/uses the HelloSign Services (collectively “Customer”). If the HelloSign Service is being acquired by an instrumentality of the United States Government, or other authorized ordering entity, on whose behalf an order is issued pursuant to the Federal Supply Schedule Information Technology Contract which incorporates this agreement by reference and addenda, then “You” and “Customer” shall mean the instrumentality/entity itself, and shall not apply to nor bind a representative, employee, or other individual acting on behalf of the instrumentality/entity with respect to the Service. Customers may be referred to in these Terms as “you” and “your” as applicable. These Terms includes the Acceptable Use Policy and Service-Specific Terms as well as any policies or exhibits linked to or referenced herein.

THIS AGREEMENT IS SUBJECT TO TERMS AND CONDITIONS OF THE GSA SCHEDULE CONTRACT UNDER WHICH IT IS ORDERED. SOME TERMS OF THIS AGREEMENT MAY NOT BE APPLICABLE TO YOUR ORDER, OR MAY BE SUPERCEDED BY CLAUSES IN THE SCHEDULE CONTRACT. PLEASE REFERENCE SCHEDULE CONTRACT CLAUSE 552.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS, AND TERMS APPLICABLE TO SPECIAL ITEM NUMBER FOR THIS OFFERING BEFORE ORDERING.

THIS AGREEMENT CONVEYS THE CONDITIONS UNDER WHICH WE, AS SUPPLIERS TO A FEDERAL CONTRACTOR, ARE WILLING TO PROVIDE THE HELLOSIGN SERVICE FOR SALE ON THE SCHEDULE CONTRACT. WE ARE NOT A PARTY TO THE SCHEDULE CONTRACT, NOR IS THE INCLUSION OF THIS AGREEMENT IN THE SCHEDULE CONTRACT INTENDED TO CREATED AN ACQUISITION/PROCUREMENT CONTRACT BETWEEN US AND THE UNITED STATES GOVERNMENT. WE ACKNOWLEDGE THAT A PROCUREMENT OF HELLO SIGN SERVICE MADE PURSUANT TO THE SCHEDULE CONTRACT IS BETWEEN THE SCHEDULE CONTRACTOR AND AN ORDERING ACTIVITY USING THAT SCHEDULE CONTRACT PURSUANT TO FEDERAL ACQUISITION REGULATION 8.4, AND THEREFORE ALL TERMS REGARDING PAYMENT OBLIGATIONS HEREIN ARE INAPPLICABLE TO THE RELATIONSHIP BETWEEN US AND CUSTOMER.

1. Overview of the HelloSign Services

HelloSign provides a suite of products and services that allow Customers to streamline complex transactions through innovative digital solutions such as electronic fax, electronic signature, and workflow automation. HelloSign also provides application programming interfaces (the “API”) that allow Customers to build integrated fax, signature or workflow automation solutions within a Customer’s websites, applications, or other properties (“Customer Properties”).

2. Service Specific Terms.

Certain HelloSign products have specific terms (“Service Specific Terms”) as reference in Attachment A. In case of a conflict between the applicable Service Specific Terms for a certain product and these Terms, the Service Specific Terms will control.
3. Account Registration and Use.

3.1 Customer and its Authorized Users (as defined below) may need to register for an HelloSign account in order to place orders or to access or use a HelloSign Service. Account information must be accurate, current, and complete, and will be governed by HelloSign’s Privacy Policy (Attachment B). Customer agrees to keep this information up-to-date so that HelloSign may send notices, and other information by email or through Customer’s account. Customer must ensure that any passwords, and other access credentials (such as API tokens) for the HelloSign Service are kept strictly confidential and not shared with any unauthorized person. If any Authorized User stops working for Customer, Customer must immediately terminate that person’s access to its account and any HelloSign Service. Customer will take reasonably responsible measures for proper use of its and its users’ accounts, passwords or access credentials. Customer must notify HelloSign immediately of any breach of security or unauthorized use of its account. Accounts are granted to specific Customers and must not be shared with others.

3.2 An “Authorized User” is defined as an individual person (e.g. employee, contractor, agent of a Customer) who is registered and permitted by a Customer to use the HelloSign Services subject to these Terms and any restrictions in an applicable Subscription Plan (as defined below). Customer shall ensure that its Authorized Users comply with these Terms and Customer will take reasonably responsible measures for proper use of the HelloSign Services by its Authorized Users.

4. Use and Access Rights

4.1 Limited License. Subject to these Terms, HelloSign grants to Customer a limited, non-exclusive, non-transferable license to use and access the HelloSign Services for its business purposes as expressly permitted in these Terms. Your use and access to the Services are subject to any limitations set forth in an applicable order form, online plan or the Service Specific Terms (whether paid or free, collectively “Subscription Plan”).

4.2 General Restrictions. Customer must not (and must not allow any third party to):

i. rent, lease, copy, transfer, resell, sublicense, lease, time-share, or otherwise provide access to the HelloSign Service to a third party (except Authorized Users or as permitted under the Service Specific Terms);

ii. incorporate the HelloSign Service (or any portion of such) with, or use it with or to provide, any site, product, or service, other than on sites/applications owned-and-operated by Customer and as specifically permitted herein;

iii. intentionally deleted;

iv. modify or create a derivative work of the HelloSign Service or any portion of it, except to the extent expressly permitted by applicable law;

v. reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to any HelloSign Service, except to the extent expressly permitted by applicable law;

vi. break or circumvent any security measures, rate limits, or usage tracking (such as event tracking) of the HelloSign Service, or configure the HelloSign Service (or any component thereof) to avoid sending events or transactions or to otherwise avoid incurring fees; vii. distribute any portion of the HelloSign Service excepted as permitted herein; viii. access the HelloSign Service for the purpose of building a competitive product or service
or copying its features or user interface; ix. use the HelloSign Service for purposes of product evaluation, benchmarking, or other comparative analysis intended for publication without HelloSign’s prior written consent; x. remove or obscure any proprietary or other notices contained in the HelloSign Service, including in any reports or output obtained from the HelloSign Service; or xi. use or permit the Services to be used for any illegal or misleading purpose, or any manner inconsistent with these Terms.

4.3 Beta Releases and Free Access Subscriptions. HelloSign may provide Customer with a HelloSign Service for free or on a trial basis (a “Free Access Subscriptions”) or with “alpha”, “beta”, or other early-stage HelloSign Services, integrations, or features (“Beta Releases”), which are optional for Customer to use. This Section will apply to any Free Access Subscriptions or Beta Releases (even if Beta Releases are provided for a fee or counts towards Customer’s Subscription Plan) and supersedes any contrary provision in these Terms. HelloSign may use good faith efforts in its discretion to assist Customer with Free Access Subscriptions or Beta Releases. Nevertheless, and without limiting the other disclaimers and limitations in these Terms, CUSTOMER AGREES

THAT ANY FREE ACCESS SUBSCRIPTION OR BETA RELEASES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTY, SUPPORT, MAINTENANCE, STORAGE, SLA, OR INDEMNITY OBLIGATIONS OF ANY KIND. WITH RESPECT TO BETA RELEASES, CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT BETA RELEASES MAY NOT BE COMPLETE OR FULLY FUNCTIONAL AND MAY CONTAIN BUGS, ERRORS, OMISSIONS, AND OTHER PROBLEMS FOR WHICH HELLOSIGN WILL NOT BE RESPONSIBLE. ACCORDINGLY, ANY USE OF BETA RELEASES ARE AT CUSTOMER’S SOLE RISK. HelloSign makes no promises that future versions of Beta Releases will be released or will be available under the same commercial or other terms. HelloSign may terminate Customer’s right to use any Free Access Subscriptions or Beta Releases at any time for any reason or no reason in HelloSign’s sole discretion, without liability.

5 OWNERSHIP

5.1 Customer Data. As between the parties, Customer retains all right, title, and interest (including any intellectual property rights) in and to the content and documents that Customer uploads into the HelloSign Service (excluding any HelloSign intellectual property) (the “Customer Data”). Customer hereby grants HelloSign a non-exclusive, worldwide, royalty-free right and license to collect, use, copy, store, transmit, modify, and create derivative works of the Customer Data solely to the extent necessary to provide the HelloSign Service to Customer, which also includes the ability to send signature requests and process signatures on behalf of both the direct Customer and any parties that the Customer invites to interact with the Customer. Customer expressly authorizes HelloSign to use and process Customer Data (including any Confidential Information contained therein) as described in these Terms and in the HelloSign Privacy Policy (Attachment B), which provides for, but is not limited to, delivering and sharing of content and documents as directed by Customer’s use of the HelloSign Services with third parties (e.g. individuals/legal entities) that Customer invites to view, approve or sign such contents and documents.
5.2 Intentionally Deleted.

5.3 **HelloSign Intellectual Property.** Customer acknowledges that it is obtaining only a limited right to use the HelloSign Services and that irrespective of any use of the words “purchase”, “sale” or similar terms, no ownership rights are transferred to Customer (or its Authorized Users or end users) under these Terms. Customer agrees that HelloSign (and its suppliers) retain all rights, title and interest (including all intellectual property rights) in and to all HelloSign Services, and all related or underlying documentation, technology, code, know-how, logos, templates, anything delivered as part of support of other services, and any updates, modifications, or derivative works of any of the foregoing (some of which may be deemed HelloSign’s Confidential Information) and that HelloSign reserves any licenses not specifically granted in these Terms. Other than the applicable mobile applications and APIs, the HelloSign Service is offered as an online, hosted product. Accordingly, Customer acknowledges and agrees that it has no right to obtain a copy of the software behind any HelloSign Service and that HelloSign at its option may make updates, bug fixes, modifications or improvements to the HelloSign Service from time to time.

5.4 Intentionally Deleted.

6 **Privacy & Security**

6.1 **HelloSign Privacy Policy.** The information you provide to us or that we collect will be used as described in these Terms and in the HelloSign Privacy Policy (Attachment B). Please carefully read the HelloSign Privacy Policy as it contains important details about our collection, use and retention of information.

6.2 **Security.** HelloSign protects your information from unauthorized use or disclosure by taking reasonable technical and organizational measures designed to secure our systems from unauthorized access, use or modification.

7 **Customer Obligations**

7.1 Customers using HelloSign understand that Customer has sole responsibility to: (i) maintain a legally-adequate privacy policy on its Customer Properties, and provide all required disclosures; (ii) obtain all necessary rights, releases, and consents to allow Customer Data or other information (including any personal information) to be collected, used, and disclosed in the manner contemplated by these Terms and to grant HelloSign the rights and licenses set out in these Terms; (iii) use the HelloSign Service in compliance with HelloSign’s then-current Acceptable Use Policy (Attachment C); and (iv) not take any action that would cause HelloSign, the HelloSign Service or APIs to become subject to any third-party terms (including open source license terms).

7.2 Customer will take reasonable measures to ensure that its Customer Properties, and the collection, use, and disclosure of Customer Data will not violate any third-party rights, including intellectual property, privacy and publicity rights. Customer further represents and warrants that its collection and use of any personal information or data provided to HelloSign complies with all applicable data protection laws, rules, and regulations. If Customer receives any take down requests or infringement notices related to Customer Data, it should promptly: (i) stop using the related item with the HelloSign Service; and (ii) notify HelloSign. If HelloSign receives any take down requests or
infringement notices related to Customer Data, HelloSign may respond in accordance with its policies, and will notify and consult with the Customer on next steps.

7.3 Electronic signature responsibilities: Customer acknowledges and agrees that: (i) as between HelloSign and Customer, Customer has exclusive control and responsibility for the content of all Customer Data, including any documents used with the Services; and, (ii) certain types of documents, agreements, or contracts may be excluded from general electronic signature laws (such as wills, trusts, court orders, or family law matters), or may have specific regulations that are applicable to them; and, (iii) HelloSign expressly disclaims any responsibility for ensuring that the documents, agreements or contracts it uses with the Services are appropriate for electronic signatures, and HelloSign is not responsible or liable for any such determination or use; and, (iv) Consumer protection laws or regulations may impose specific requirements for electronic transactions involving consumers. Customer is solely responsible for ensuring it complies with all such laws/regulations, and HelloSign has no obligations to make such determination or assist with fulfilling any requirements therein.

8 Payment Terms - All payment terms will be conducted in accordance with the terms and conditions under SES’ GSA MAS Consolidated Contract GS-35F-455AA.

9 Term and Termination

9.1 Term. These Terms are effective until all Subscription Terms for the HelloSign Service(s) have expired or are terminated as expressly permitted herein.

9.2 Subscription Term and Renewals. If no subscription start date is specified on the applicable order form, the subscription starts when Customer first obtains access to the applicable HelloSign Service.

9.3 Suspension of Service. HelloSign may suspend Customer’s access to the HelloSign Service(s) if Customer has exceeded its service allocations / service limits. HelloSign may also suspend Customer’s access to the HelloSign Service(s) or remove Customer Data if it determines that: (a) Customer has breached any portion of these Terms, or (b) suspension is necessary to prevent harm or liability to other customers or third parties, or to preserve the security, stability, availability or integrity of the HelloSign Service. HelloSign will have no liability for taking action as permitted above. For the avoidance of doubt, Customer may remain responsible for payment of fees during any suspension period under this Section 9.3. However, unless these Terms have been terminated, HelloSign will cooperate with Customer to promptly restore access to the HelloSign Service once we verify that Customer has resolved the condition requiring suspension.

9.4 Termination for Cause. Either party may terminate these Terms, including any related order form, if the other party: (i) fails to cure any material breach of these Terms (including a failure to pay undisputed fees) within thirty (30) days after written notice detailing the breach; (ii) ceases operation without a successor; or (iii) if permitted by applicable law, seeks protection under any bankruptcy, receivership, trust deed, creditors’ arrangement, composition, or comparable proceeding, or if any of these proceedings are instituted against that party (and not dismissed within sixty (60) days thereafter).
9.5 **Effect of Termination.** Upon any expiration or termination of these Terms or an order form: (i) Customer’s license rights terminate and it must promptly: (a) stop use of the applicable HelloSign Service; (b) delete (or, at HelloSign’s request, return) any and all copies of any HelloSign code, passwords or access codes, and any other HelloSign Confidential Information in Customer’s possession, custody, or control, except to the extent retention is required by law; and (ii) Customer’s right to access any Customer Data in the applicable HelloSign Service will cease and HelloSign may delete the Customer Data at any time after 180 days from the date of termination. If HelloSign terminates these Terms for cause as provided in Section 9.4 (Termination for Cause), any payments for the remaining portion of the Subscription Term will become due and must be paid immediately by Customer. Except where these Terms specifies an exclusive remedy, all remedies under these Terms, including termination or suspension, are cumulative and not exclusive of any other rights or remedies that may be available to a party.

9.6 **Survival.** The following Sections survive any expiration or termination of these Terms: 3 (Account Registration and Use); 4.2 (General Restrictions); 4.3 (Beta Releases and Free Access Subscriptions); 5 (Ownership ); 8 (Payment Terms); 9 (Term and Termination); 10 (Confidential Information); 11 (Warranties and Disclaimers); 12 (Indemnification Obligations); 13 (Limitations of Liability); 14 (Third-Party Products and Integrations); and 15 (General).

10 **Confidential Information**

10.1 "**Confidential Information**” means (a) for HelloSign, the HelloSign Services and Documentation; (b) for Customer, Customer Data; (c) any other information of a party that is disclosed in writing or orally and is designated as confidential or proprietary at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the recipient), or that due to the nature of the information the recipient would clearly understand it to be confidential information of the disclosing party; and (d) the specific terms and conditions of these Terms, and any amendment and attachment thereof, between the parties.

10.2 **Confidentiality Obligation.** Each party (as the receiving party) must: (i) hold in confidence and not disclose the other party’s Confidential Information to third parties except as permitted by these Terms; and (ii) only use the other party’s Confidential Information to fulfill its obligations and exercise its rights under these Terms. Each party may share the other party’s Confidential Information with its, and its affiliates’, employees, agents or contractors having a legitimate need to know (which, for HelloSign, includes the subcontractors referenced herein) provided that the party remains responsible for any recipient’s compliance with the terms of this Section 10 and that these recipients are bound to confidentiality obligations no less protective than these Terms.

10.2 **Exclusions.** These confidentiality obligations do not apply to (and Confidential Information does not include) information that: (i) is or becomes public knowledge through no fault of the receiving party; (ii) was known by the receiving party before it received the Confidential Information; (iii) is rightfully obtained by the receiving party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the receiving party without using the disclosing party’s Confidential Information. A party may also disclose the other party’s Confidential Information to the extent required by law or court order.
10.3 Remedies. The parties acknowledge that disclosing Confidential Information may cause substantial harm for which damages alone may be an insufficient remedy, and so on breach of this Section 10, each party is entitled to seek appropriate equitable relief in addition to any other remedies it may have at law.

11 Warranties and Disclaimers.

11.1 Limited Warranty. ALL HELLOSIGN SERVICES, DOCUMENTATION, AND SITES ARE PROVIDED WITH A LIMITED WARRANTY THAT THE SERVICE WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION WHEN OPERATED IN ACCORDANCE WITH THE DOCUMENTATION.

11.2 Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTY IN SECTION 11.1, HELLOSIGN DOES NOT MAKE ANY WARRANTIES, EXPRESS OR LIMITED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. HELLOSIGN MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT HELLOSIGN SERVICE WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS, THAT CUSTOMER DATA WILL BE ACCURATE, COMPLETE, OR PRESERVED WITHOUT LOSS, OR THAT HELLOSIGN SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE. HELLOSIGN DOES NOT GUARANTEE THAT SECURITY MEASURES WILL BE ERROR-FREE AND WILL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED ACCESS BEYOND ITS REASONABLE CONTROL. HELLOSIGN WILL NOT BE RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY CUSTOMER PROPERTIES, CUSTOMER DATA, THIRD-PARTY PRODUCTS, THIRD-PARTY CONTENT, OR NON-HELLOSIGN SERVICES (INCLUDING FOR ANY DELAYS, INTERRUPTIONS, TRANSMISSION ERRORS, SECURITY FAILURES, AND OTHER PROBLEMS CAUSED BY THESE ITEMS), FOR THE COLLECTION, OR THE USE AND DISCLOSURE OF CUSTOMER DATA AUTHORIZED BY THESE TERMS. THE DISCLAIMERS IN THIS SECTION 11 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER AND SITE VISITORS MAY HAVE OTHER STATUTORY RIGHTS, HOWEVER, ANY STATUTORILY REQUIRED WARRANTIES UNDER APPLICABLE LAW, IF ANY, WILL BE LIMITED TO THE SHORTEST PERIOD AND MAXIMUM EXTENT PERMITTED BY LAW.

11.3 Warranty Remedy. Customer will send written notice to HelloSign within ten (10) days of the occurrence of a defect under the limited warranty in Section 11.1. Customer’s exclusive remedy for HelloSign’s failure to meet the limited warranty shall be for HelloSign to cure the defect within thirty (30) days of receiving Customer’s notice. If HelloSign is unable to cure the defect within such time, Customer may terminate this agreement and receive a prorated refund of the prepaid fees for services not yet provided. Customer shall reasonably cooperate with HelloSign to remedy any warranty defect, including using updated versioned of the services where applicable.

HelloSign warrants for one (1) year from the date on which the Service specified in an Order is first used by Customer that the HelloSign Service will perform in all material respects the functions described in the Service documentation when operated in accordance with the documentation.

a) In the event Customer determines that the Service is a nonconforming Service during the one-year period specified above, CUSTOMER will notify HelloSign and HelloSign will have ten (10) business days thereafter to begin remedying the nonconformance. If HelloSign is unable to remedy such nonconformance within a reasonable time, HelloSign agrees that Customer shall be entitled to discontinue use of the Service and recover fees paid for the non-conforming Service.
b) HelloSign shall use commercially reasonable efforts to correct or provide a workaround for reproducible errors that cause a breach of this warranty or, if HelloSign is unable to make the Service operate as warranted within a reasonable time considering the severity of the error and its impact on Customer, Customer shall be entitled to discontinue use of the Service and recover fees paid for the license to the non-conforming Software.

c) HelloSign will give Customer one hundred eighty (180) days advance written notice before HelloSign or our authorized Resellers discontinue support of the Service.

HelloSign also warrants that the Service as delivered does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Service (each a "Virus"). The Customer’s exclusive remedy, and HelloSign’s sole obligation, for any breach of the foregoing warranty shall be for HelloSign to (a) provide Service that does not contain Virus, and (b) if the Customer, has suffered an interruption in the availability of its computer system caused by Virus contained in the Service, reimburse the Customer for the actual reasonable cost to remove the Virus and restore the Customer’s most recent back up copy of data. Under no circumstances shall HelloSign be liable for damages to the Customer for loss of the Customer’s data arising from the failure of the Service to conform to the warranty stated above.

12 INDEMNIFICATION OBLIGATIONS

12.1 Intentionally Deleted.

12.2 HelloSign will indemnify, defend, and hold Customer, and Customer’s respective officers, directors, employees, agents, and contractors (collectively the “Customer Indemnitees”) harmless from and against any and all claims, and all liabilities, damages, losses, costs and expenses, in each case that are paid or payable by Customer Indemnitees to unaffiliated third parties resulting therefrom (including but not limited to reasonable attorneys’ fees), to the extent arising out of any actual or alleged infringement, violation, or misappropriation of the intellectual property and/or proprietary rights of any third party by the Service. In response to any claim or potential claim of infringement, if required by settlement or injunction, or if HelloSign’s determine such actions are reasonably necessary to avoid material liability, HelloSign may at our option: (i) procure a license for the affected portion of the HelloSign Service; (ii) modify the HelloSign Service so as to avoid infringement but be materially equivalent; or (iii) terminate the affected HelloSign Service and refund any subscription fees Customer has pre-paid for the terminated portion of the applicable subscription term, subject to Customer consent, which will not unreasonably be withheld. Notwithstanding the above, HelloSign’s obligation under this section do not apply to the extent infringement results from: (a) third party products/services or combinations with these items; or (b) modification of the HelloSign Service or HelloSign APIs by someone other than HelloSign or its subcontractors.

12.3 Each party’s obligations pursuant to this Section 12 are expressly conditioned on the party seeking indemnification providing the indemnifying party with (i) prompt written notice of all indemnifiable claims, and (ii) sole control over, and reasonable cooperation with, the defense and/or settlement of all indemnifiable claims; provided that the indemnifying party may not settle any Claim or otherwise
enter into any agreement imposing any obligation or admission of fault on the indemnified party (that is not fully covered by an indemnification obligation hereunder). Neither party shall be obligated to indemnify the other party in case that claims are a result from the other party’s gross negligence or willful misconduct.

13 LIMITATIONS OF LIABILITY

13.1 **Disclaimer of Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL HELLOSIGN BE LIABLE FOR ANY LOSS OF USE, LOST OR INACCURATE DATA, INTERRUPTION OF BUSINESS, LOST PROFITS, COSTS OF DELAY, REPUTATIONAL HARM, OR ANY INDIRECT, SPECIAL, INCIDENTAL, COVER, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND HOWEVER CAUSED, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF THESE DAMAGES.

13.2 **Cap on Damages.** EACH PARTY’S TOTAL LIABILITY WILL NOT EXCEED IN AGGREGATE THE AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER FOR THE APPLICABLE HELLOSIGN SERVICE OR RELATED SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM, OR THE TWELVE (12) MONTHS PERIOD WHICH INCLUDES THE TIME DURING WHICH DAMAGE OCCURRED, WHICHERVER IS GREATER. FOR FREE ACCESS SUBSCRIPTIONS OR BETA RELEASES, HELLOSIGN’S TOTAL LIABILITY WILL NOT EXCEED IN AGGREGATE FIFTY U.S. DOLLARS ($50 US).

13.3 **Exceptions.** NOTWITHSTANDING THE FOREGOING, NONE OF THE LIMITATIONS IN THIS SECTION 13 EXCLUDES EITHER PARTY’S LIABILITY FOR FRAUD OR FOR DEATH OR PERSONAL INJURY TO THE EXTENT CAUSED BY A PARTY’S NEGLIGENCE. IN ADDITION, THE LAWS IN SOME JURISDICTIONS MAY NOT ALLOW SOME OF THE LIMITATIONS OF LIABILITY IN THIS SECTION 13. IF ANY OF THESE LAWS IS FOUND TO APPLY TO THESE TERMS, THIS SECTION 13 WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13.4 **Failure of Essential Purpose.** EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION 13 IS A FUNDAMENTAL BASIS OF THE BARGAIN AND A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES AND WILL SURVIVE AND APPLY TO ANY CLAIMS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THESE TERMS AND THE HELLOSIGN SERVICE SUBJECT TO THESE TERMS, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF ANY LIMITED REMEDY IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

14 Third Party Products and Content.

HelloSign may provide, or third parties may provide, links to other third-party websites, services, or resources that are beyond our control. HelloSign is not responsible for these third-party products or content. HelloSign makes no representations or warranties as to the quality, suitability, functionality, or legality of any third-party products or third-party content to which links may be provided, and you hereby waive any claim you might have against us with respect to such. Customer agrees that HelloSign is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third party products or third-party content. The aforementioned disclaimers, waivers, and limitations on liabilities only presumptively
apply where the third-party product or content was chosen by HelloSign as an integral component of the HelloSign services functionality and the choice was not made with blatant disregard to the risks, so long as those risks have been disclosed to the Customer.

15 General.

15.1 Assignment. These Terms will bind and inure to the benefit of each party’s permitted successors and assigns. Neither party may assign these Terms without the advance written consent of the other party, except that either party may assign these Terms without consent to a successor in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of its assets or voting securities. Any attempt to transfer or assign these Terms except as expressly authorized under this Section 15.1 will be void.

15.2 Notices. Any notice or communication under these Terms must be in writing. Customer must send any notices under these Terms (including breach notices) to HelloSign, in English, at the following address, legal@hellosign.com, and include “Attention: Legal Department” in the subject line, or at Customer’s option, to HelloSign’s or its successor’s mailing address, or that of its Registered Agent. HelloSign may send notices to the email addresses on Customer’s account or, at HelloSign’s option, to Customer’s last-known postal address. Notices regarding disputes, termination, alleged breach, shall be sent to the Ordering Activity Contracting Office, with Reference to Contract Number, and also to the Schedule Vendor. Contract Disputes Act action shall be pursued through the Schedule Vendor, either directly or via Schedule Vendor sponsorship. HelloSign may also provide operational notices regarding the HelloSign Service or other business-related notices through conspicuous posting of the notice on HelloSign’s website or the HelloSign Service. Each party consents to receiving electronic notices. HelloSign is not responsible for any automatic filtering Customer or its network provider may apply to emails. Either Party may provide written updated notice contact information and instructions, as a supplement to this Agreement.

15.3 Publicity. Unless otherwise specified in the applicable Order Form, HelloSign may NOT use Customer’s name, logo, and marks to identify Customer as a HelloSign customer on HelloSign’s website and other marketing materials.

15.4 Subcontractors. HelloSign may use subcontractors and permit them to exercise the rights granted to HelloSign in order to provide the HelloSign Service and related services. These subcontractors may include, for example, HelloSign’s hosted service and email providers. However, subject to all terms and conditions of these Terms, HelloSign will remain responsible for: (i) compliance of its subcontractors with the terms of these Terms; and (ii) the overall performance of the HelloSign Services if and as required under these Terms and the Schedule Contract.

15.5 Subpoenas. Nothing in these Terms prevents HelloSign from disclosing Customer Data to the extent required by law, subpoenas, or court orders, but HelloSign will use good faith efforts to notify Customer where permitted to do so.

15.6 Independent Contractors. The parties to these Terms are independent contractors, and these Terms does not create a partnership, joint venture, employment, franchise, or agency relationship. Neither party has the power to bind the other or incur obligations on the other party’s behalf without the
other party’s prior written consent. Non-parties do not benefit from and cannot enforce these terms. There are no third-party beneficiaries to these Terms. Customer must not represent to anyone that it is an agent of HelloSign or is otherwise authorized to bind or commit HelloSign in any way without HelloSign’s prior written authorization.

15.7 **Force Majeure.** Neither party will be liable for any delay or failure to perform its obligation under these Terms if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or reduction of power or telecommunications or data networks or services, or government act.

15.8 **Export Control.** Customer acknowledges that the HelloSign Services, documentation, website, and all related products, information, technology, and software are subject to export control laws and regulations of the United States (including, but not limited to, the US Export Administration Act, sanction regulations from the U.S. Department of Treasury Office of Foreign Assets Control [“OFAC”]), and of other jurisdictions. Customer is responsible for obtaining any required export or import authorizations for use of the HelloSign Services. Customer represents and warrants that it, its affiliates, and its Authorized Users are not on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country. Customer must not access or use the HelloSign Service in violation of any U.S. export embargo, prohibition or restriction.

15.9 **Amendments; Waivers.** Any modification or amendment to these Terms must be made in writing and executed by an authorized representative of each party. In addition: (a) If HelloSign launches new products or optional features that require opt-in acceptance of new terms, those terms will apply upon Customer’s acceptance or use; (b) changes to any terms will take effect immediately for Free Access Subscriptions; and (c) during a Subscription Term, HelloSign may update HelloSign’s Security page, Privacy Policy, Acceptable Use Policy, and Service Specific Terms from time-to-time to reflect process improvements or changing practices, and these changes will take effect thirty (30) days from the date of posting so long as they do not substantially diminish Customer’s rights or create substantial additional Customer obligations during a Subscription Term. HelloSign’s documentation is available online and constantly being developed and improved, and as a result, during a Subscription Term HelloSign may update the documentation to reflect best practice with the relevant HelloSign Service, provided that these changes do not substantially diminish Customer’s rights or create substantial Customer obligations. In the event of any conflict between these Terms and any order form, these Terms will take precedence unless otherwise expressly provided. No waiver will be implied from conduct or failure to enforce or exercise rights under these Terms. Waivers must be made in writing and executed by an authorized representative of the waiving party. The waiver by either you or HelloSign of any breach of any provision of these Terms does not waive any other breach. The failure of any party to these Terms to insist on strict performance of any covenant or obligation in accordance with these Terms will not be a waiver of such party’s right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms.

15.10 **Severability.** If any provision of these Terms is found by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these Terms may otherwise remain in effect.
15.11 **No Third-Party Rights.** Nothing in these Terms confers on any third party the right to enforce any provision of these Terms. Customer acknowledges that each Order Form only permits use by and for the legal entity or entities identified in the Order Form(s) as the Customer, and not any Customer affiliates.

15.12 **Entire Agreement.** These Terms, together with and subject to the terms of the Schedule Contract it is provided under, represents the parties’ complete and exclusive understanding relating to the subject matter of these Terms. Except as otherwise provided by law, they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the HelloSign Service or any other subject matter covered by these Terms. The terms of the United Nations Convention on Contracts for the Sale of Goods do not apply to these Terms.

15.13 **Governing Law & Venue.** These terms will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of California, U.S.A., without reference to its choice of law rules to the contrary. The parties agree to submit to the exclusive jurisdiction of, and venue in the federal or state court of competent jurisdiction located in San Francisco, California, U.S.A.

15.14 **Language and Translations.** HelloSign may provide translations of these Terms or other terms or policies. Translations are provided for informational purposes and if there is an inconsistency or conflict between a translation and the English version, the English version will control.

15.15 **How to Contact Us.** If you have any questions about these Terms, please contact us at legal@hellosign.com.

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**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date of last signature hereto.

<table>
<thead>
<tr>
<th>JN Projects, Inc. d/b/a HelloSign</th>
<th>Customer:</th>
</tr>
</thead>
<tbody>
<tr>
<td>301 Howard Street, Suite 200</td>
<td></td>
</tr>
<tr>
<td>San Francisco, CA 94105</td>
<td></td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
</tbody>
</table>

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Attachment A
Service Specific Terms
Posted: August 7, 2019
Effective as of: September 24, 2019

Unless otherwise defined in this Service Schedule, capitalized terms will have the meaning given to them in the Terms (currently available at https://www.hellosign.com/terms) and Privacy Policy (current available at https://www.hellosign.com/privacy).

HELLOSIGN (END USER AND WEBAPP)

1. Service Description. HelloSign is an electronic signature service which allows Customers to display, deliver, acknowledge, store, and electronically sign documents.
2. Authentication. A person signing a document via HelloSign must either have a HelloSign account or have received a request for signature in their email account.
3. Audit Trails. Documents completed in HelloSign include an audit trail that contains information that helps track your document through its lifecycle. This information includes, but is not limited to, unique document ID generated by HelloSign, email addresses of the sender and recipient(s), IP addresses of the sender and recipient(s), and track events (such as date, time, and located when the following events occur - document uploaded, document viewed, document removed, document sent, document signed, decline to sign, signer email address updated, signer access code authenticated, signature request cancelled).

HELLOSIGN API

1. Service Description. HelloSign Application Programming Interface (“HelloSign API”) allows Customers to easily integrate or embed the HelloSign electronic signature solution into its application or workflow, creating a clean, branded, and seamless online experience allowing users to complete legally-binding agreements or transaction with your company and/or their customers.
2. Authentication. To the extent that Customer elect to use the HelloSign API to enable embedded features on Customer Properties, Customer is required to authenticate the identity of each signer/end user through email confirmation or such other means that HelloSign may approval in its sole discretion. Customer is solely responsible and liable for such authentication and will indemnify, defend and hold HelloSign harmless against any claim related to such authentication.
3. Signature Requests. A “Signature Request” is the transaction that takes place when Customer initiates a new signature process and make a corresponding call to the HelloSign APIs. For example, if you call “signature_request/send” to send out documents for signature, this will constitute one (1) Signature Request. Note that a single Signature Request can be used to gather signatures from multiple signers in cases where they are all involved in the same contract.
4. API Keys. In order to use the HelloSign APIs, Customer must obtain its unique API credentials (an “API Key”) via the registration process. Customer is solely responsible for all activity associated with its API Key, regardless of whether it has knowledge of such activity. Customer must not share its API Key with any third party, shall keep such API Key secure, and shall use it as Customer’s sole means of accessing the HelloSign API.
5. Transactions.
   a. Limits. Customer can make up to 2000 requests per hour for standard API requests, and 500 requests per hour for higher tier API requests. In test mode, Customer can do 50 requests per hour. Collectively the above are “Transaction Limits.” Please contact our sales department if you wish to increase your Transaction Limits.
   b. Rate Limits. HelloSign may be required to limit or suspend your use of the HelloSign APIs when such suspension or limited are necessary to prevent harm or liability to other customers/individuals, or to preserve the security, stability, araciality or integrity of the HelloSign Services.
6. Properties. Only those Customer Properties that have been approved by HelloSign may access and use the Service. HelloSign reserves the right to reject any Customer Property, for any reason, in its sole discretion, including but not limited to ensure that you comply with the Terms and the Accept Use Policy. Furthermore, you will ensure that the Customer Properties contain terms of service and privacy policies that are consistent with the terms of this Agreement.

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

8. Customer Applications. Customer may use the HelloSign APIs to develop applications and/or embedded signing experiences for use by Customer or Customer’s clients and their respective end users (collectively “Customer Applications”). Customer shall be solely responsible for the Customer Applications and shall ensure it has: a) provided its customers, clients, and end users with the applicable terms (including privacy terms) that authorize HelloSign to provide the Services hereunder, and b) the proper authority and/or authorization to share user or signer information (including personally identifiable information) with HelloSign.

THIRD PARTY INTEGRATIONS / CONNECTORS

1. Service Description. Third Party Integrations help connect HelloSign with the services you already use to power your business. Some examples of such integrations are Google (Gmail, Google Docs, Google Drive, and G Suite), Evernote, Hubspot CRM, Microsoft OneDrive, Oracle, and Slack.

2. Eligibility. To use a HelloSign integration you must be a customer of HelloSign and a customer of the service you want to use the integration with. Some integrations may require that you approve the use of such service and/or consent to the transfer of your information/data between HelloSign and the third-party service.

3. Third Party Content and Products. You are solely responsible for the use of such integration, third party service, and ensuring that you have the proper rights and permissions to share data between HelloSign and the third-party services. You understand that the Third-Party Integrations may provide Customer with access to Third Party Content and to Third Party Products that may access Customer’s instance of the HelloSign Services and export, delete or otherwise alter Customer Data (including Customer’s Confidential Information).

4. Disclaimer. HelloSign does not warrant or directly support third party integrations, Third Party Content, Third Party Products (whether or not these items are designated by HelloSign as “powered”, “verified” or otherwise) and disclaims all responsibility and liability for these items and their access to the HelloSign Services, including their modification, deletion, disclosure or collection of Customer Data.
Attachment B
HelloSign Privacy Policy
Posted: December 10, 2019
Effective as of: January 1, 2020

INTRODUCTION

Your privacy is important, so JN PROJECTS Inc., a Delaware corporation d/b/a HelloSign ("HelloSign"), has created the following Privacy Policy to let you know what information we collect when you visit our Site, why we collect it and how it is used. This Privacy Policy explains the data collection and use practices of HelloSign. COLLECTION AND USE OF INFORMATION DESCRIBED HEREIN IS SUBJECT TO LIMITATIONS AS STATED IN ENTERPRISE AGREEMENT.

The terms "you," "your," "yours" and "Customer" refer to the customer/purchaser utilizing our Site. The terms "HelloSign," "we," "us," and "our" refer to HelloSign and its subsidiaries and affiliates. This Privacy Policy is governed by our Terms of Use / Terms of Service (collectively, “Terms”). The terms "Site", "Website", "Application", "Product", and "Service" refer to the websites and services provided by HelloSign. This Privacy Policy does not apply to any third-party websites and apps that you may use, including any that are linked to in our Services. You should review the terms and policies for third-party websites and apps before clicking on any links.

HelloSign provides on-demand electronic signature services, which includes the ability to upload, display, deliver, receive, and acknowledge documents for electronic signature. HelloSign also provides the HelloWorks service, which provides a simple way to complete complex workflows through document automation and integrated electronic signature services. We also have application programming interfaces (APIs) that allows you to build seamless embedded electronic signature or workflow/document automation services into your website, application and other properties. Finally, HelloSign also provides an electronic facsimile service, which includes the ability to upload, display, deliver, and receive faxes without a traditional fax machine through our HelloFax service.

Sections
1. Information we Collect
2. How we use your information
3. How we may share your information
4. Retention of information
5. How we protect your information
6. Your choices about your information
7. Children’s Privacy
8. Where we may store, process, or transmit your information
9. Changes to this policy
10. How to contact us

1. INFORMATION WE COLLECT

Information you provide to us. When registering for or using the HelloSign Services we collect personal information provided by you. For example, when you create a HelloSign account, you may provide us with your name, account name, alias, employment-related information (to the extent you are using an employer’s business account), email address and a password, your phone number, your address and an electronic image of your signature (“Account information”).

You may provide us with personal information about other individuals when you use our Service, such as when you send or receive a signature request/workflow transaction, share information about such transactions, or ask others to electronically sign documents (“Your content”). You may also provide us with access to your contacts (“Contacts”) to make it easy for you to do things like share and collaborate with others, send messages, and invite others to use the Services. Contacts’ information may include personal information such as a real name, alias or email address. If you share your contracts with us, we will store those contacts on our servers for you to use.
Information that we collect automatically. We collect information related to how you use the Services, including actions you take in your account (like sharing, editing, viewing, creating, and signing documents) (“Usage information”). We use this information to provide, improve, and promote our Services, and to protect HelloSign users. We also collect information from and about the devices you use to access the Services. This includes things like IP addresses, unique personal identifiers or online identifiers, the type of browser and device you use, the webpage you visited before coming to our sites, and identifiers associated with your devices (“Device information”). Your devices (depending on their settings) may also transmit location information to the Services. For example, we use device information to detect abuse and identify and troubleshoot bugs.

Information that we collect from third parties. We may share and/or collect additional information about you from third parties primarily to assist us in understanding how we can maintain and improve the services we offer to better serve you. We collect information like your purchasing or consuming history or tendencies, including products or services purchased, obtained or considered (“Commercial information”). For example:

• Analytics: We use services like Google Analytics and Heap, which use cookies and other tracking technologies to gather usage data that allows us to improve our products and services.
• Advertising: We use certain Google advertising features including Google Analytics Demographics and Interest Reporting and Remarketing. Third-party vendors, including Google, may show HelloSign’s ads on sites across the Internet. You may opt out at any time here (https://adssettings.google.com/). We and third-party vendors, including Google, use first-party cookies and third-party cookies together to inform, optimize, and serve ads based on someone’s past visits to our website.
• We partner with third parties to manage our advertising on other sites. Our third-party partners may use cookies or similar technologies to provide you advertising based on your browsing activities and interests. If you wish to opt out of interest-based advertising, click http://www.aboutads.info/choices [or if located in the European Union click http://www.youronlinechoices.eu]. Please note you may continue to receive generic ads.
• Mobile: We use mobile analytics software to allow us to better understand the functionality of our mobile software on your phone. This software may record information such as how often you use the application, the events that occur within the application, aggregated usage, performance data, and where the application was downloaded from. We do not link the information we store within the analytics software to any personal information you submit within the application.

Information we collect and process on behalf of you. The use of information collected through our service shall be limited to the purpose for which you have engaged HelloSign. When you use our Services, we process and store certain information on your behalf as a data processor. For example, when a customer uploads documents for review or signature, we act as a data processor and process information on the customer’s behalf and in accordance with the customer’s instructions. In this situation, the customer is the data controller and is responsible for most aspects of the processing of the information. HelloSign acknowledges that you have the right to access your personal information. HelloSign has no direct relationship with the individuals whose personal data it processes. An individual who seeks access, or who seeks to correct, amend, or delete data should direct their questions to HelloSign’s customers (the data controller). If requested to remove data we will respond within a reasonable timeframe. If you have any questions or concerns about how information is processed in these cases, including how to exercise your rights as a data subject, we recommend contacting the relevant customer.

Cookies and other technologies. We use technologies like cookies and pixel tags (more information available here: https://www.dropbox.com/terms/cookies) to provide, improve, protect, and promote our Services. For example, cookies help us with things like remembering your username for your next visit, understanding how you are interacting with our Services, and improving them based on that information. We may also use third-party service providers that set cookies and similar technologies to promote HelloSign services.
HelloSign and its partners use cookies or similar technologies to analyze trends, administer the website, track users' movements around the website, and to gather demographic information about our user base. You can control the use of cookies at the individual browser level, but if you choose to disable cookies, it may limit your use of certain features or functions on our Website or Services. We do not recognize or respond to browser-initiated Do Not Track signals.

2. HOW WE USE YOUR INFORMATION

We may use the information we collect through our products for a number of reasons, including to:
• provide, improve, protect, and promote our products and services;
• set your account(s);
• send you records of your use of the service, including for purchases or other events;
• understand how you use our products and customize your experience;
• send you marketing communications (in accordance with your subscription preferences);
• record details about your electronic signature requests, workflows and other transactions (such as when they were opened, signed, and when/where this took place);
• provide customer support;
• respond to your inquiries and requests;
• fix issues or problems with our products and services;
• prevent abuse of the products and services we offer; and
• carry out other lawful purposes about which we will notify our users and customers.

We may also combine the information we collect (or that is otherwise provided to us) through aggregation and other means to limit the identification of any particular individual to help with our business goals (such as research and marketing).

We give users the option to use some of our Services free of charge. These free Services are made possible by the fact that some users upgrade to one of our paid Services. If you register for our Services, we may, from time to time, send you information about upgrades. Users who receive these marketing materials can opt out at any time. If you don’t want to receive a particular type of marketing material from us, click the ‘unsubscribe’ link in the corresponding emails, or contact us using the contact details provided below (if using the contact details please provide your complete name, e-mail address, and any other relevant information that may be required to respond to your request). Please note that such marketing opt-out does not impact any transactional or operational notices that we may need to send you.

We sometimes contact people who don’t have a HelloSign account. For recipients in the EU, we or a third party will obtain consent before reaching out. If you receive an email and no longer wish to be contacted by HelloSign, you can unsubscribe and remove yourself from our contact list via the message itself.

Bases for processing your information. We collect and use the personal data described above in order to provide you with the Services in a reliable and secure manner. We also collect and use personal data for our legitimate business needs. To the extent we process your personal data for other purposes, we ask for your consent in advance or require that our partners obtain such consent.

If you have questions about, or need further information concerning, the lawful bases for processing your data, please contact us using the contact details provided under the ‘How to contact us’ heading below.
3. HOW WE MAY SHARE YOUR INFORMATION

We do not sell your information. We may share your personally identifiable information as described below:

- Vendors and other third-party service providers: We may share your information with third parties that we use for the business purposes of helping us to provide and support our Services. These parties provide services such as authentication, billing and collections, customer support, or data storage. We enter into legally binding agreements with these third-party service providers that protect your personal information and forbids such providers from using your information for their own purposes. These third parties (https://www.hellosign.com/subprocessors) will access your information to perform tasks on our behalf, and we’ll remain responsible for their handling of your information per our instructions.

- HelloSign has collected and disclosed the following categories of personal information, as described above, to vendors and third-party service providers in the preceding 12 months:
  - Account Information: includes your identifying information, which could be your real name, alias, unique personal identifier or online identifier, and it could include other personal information like your postal address, Internet Protocol address, email address, account name or similar identifiers.
  - Commercial information: such as your purchasing or consuming history or tendencies, including products or services purchased, obtained or considered.
  - Your content: what you and your users decide to input into the fields in the HelloSign and HelloWorks forms that you create and/or fill out.
  - Contacts: includes identifying information about contacts that you’ve chosen to give us access to, like a real name, alias or email address.
  - Usage information: includes information relating to your use of the Services. Because HelloSign provides online services, this may include internet or other electronic network activity information, such as information regarding your interaction with websites, applications, or advertisements.
  - Device information: information about the particular devices you use to access the Services, which may include Usage information or device-specific information, such as an online identifier or Internet Protocol address, or geolocation data.
  - Cookies and other technologies: technologies like cookies and pixel tags. These technologies can lead to the collection of online identifiers, Internet Protocol address, or other similar identifiers, as well as Usage information.
  - Other Dropbox Companies: HelloSign shares infrastructure, systems, and technology with other companies owned or operated by Dropbox, Inc. ("Dropbox Companies") to provide, improve, protect, and promote services provided by Dropbox Companies. We process your information across the Dropbox Companies for these purposes, as permitted by applicable law and in accordance with their terms and policies.
  - Compliance with Law, Safety, Security, and Business Transactions: We may disclose your information to third parties if we determine that such disclosure is reasonably necessary to: (a) comply with any applicable law, regulation, legal process, or appropriate government request; (b) protect any person from death or serious bodily injury; (c) prevent fraud or abuse of HelloSign or our users; (d) protect HelloSign’s rights, property, safety, or interest; or (e) perform a task carried out in the public interest.
  - To other persons with your consent (e.g. fulfilling your fax or signature requests).
  - Other users: Our Services display information like your name, profile picture, device, email address, and usage information to other users you collaborate or choose to share with. When you register your HelloSign account with an email address on a domain owned by your employer or organization, we may help collaborators and administrators find you and your team by making some of your basic information - like your name, team name, profile picture, and email address - visible to other users on the same domain. This helps you sync up with teams you can join, and helps other users share files and documents with you.
  - If you choose to opt-in to HelloSign updates or marketing, we will email you with updates and offers, or inform you about other services and features.
4. RETENTION OF INFORMATION

We will retain your personal information for the period necessary to fulfil the purposes outlined in this Privacy Policy unless a longer retention period is required or permitted by law, for legal, tax or regulatory reasons, or other lawful purposes.

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

5. HOW WE PROTECT YOUR INFORMATION

The security of your personal information is important to us. We follow generally accepted standards to protect the personal information submitted to us, both during transmission and once it is received. If you have any questions about the security of your personal information, you can contact us at legal@hellosign.com.

6. YOUR CHOICES ABOUT YOUR INFORMATION

Upon your written request (for which email is sufficient), HelloSign will provide you with information about whether we hold any of your personal information, the business or commercial purpose for collecting it, the types of sources we got it from and types of third parties we’ve shared it with. You may submit a data access request, request that your personal data be deleted, or object to the processing of your personal information by logging into your account, or by contacting us using the contact details below. We will respond to your request within a reasonable timeframe.

7. CHILDREN’S PRIVACY

This site and our Services are not intended for use by or directed to minors. We do not knowingly collect or ask for information from minors. We do not knowingly allow minors to use our Services. Any person who provides their information to HelloSign through the Account Login page for new customers, Signup Page, or any other part of the HelloSign Site represents to HelloSign that they are of legal age (18 years of age or older or otherwise of legal age in your resident jurisdiction) and competent to agree to these Terms. We will delete any information we discover is collected from a minor without permission from their parent(s) or legal guardian(s). Please contact us using the contact details below if you believe you may have provided HelloSign with a minor’s information without permission from their parent(s) or legal guardian(s).

8. WHERE WE MAY STORE, PROCESS, OR TRANSMIT YOUR INFORMATION

General. By using the HelloSign Services you acknowledge and agree that: (i) your information will be processed as described in this Privacy Policy; and (ii) you consent to have your information transferred to us and our facilities in the United States or elsewhere, including those of third parties as described in this Privacy Policy.
Around the world. To provide you with the Services, we may store, process, and transmit data in the United States and locations around the world—including those outside your country. Data may also be stored locally on the devices you use to access the Services.

EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield. When transferring data from the European Union, the European Economic Area, the United Kingdom, and Switzerland, HelloSign relies upon a variety of legal mechanisms, including contracts with our customers and affiliates. HelloSign complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal data transferred from the European Union, the European Economic Area, the United Kingdom, and Switzerland to the United States. HelloSign has certified to the Department of Commerce that it adheres to the Privacy Shield Principles with respect to such data. You can find HelloSign’s Privacy Shield certification here (https://www.privacyshield.gov/list). You can also learn more about Privacy Shield at https://www.privacyshield.gov.

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third-party dispute resolution provider, JAMS, free of charge, at https://www.jamsadr.com/eu-us-privacy-shield.

Under certain conditions, more fully described on the Privacy Shield website https://www.privacyshield.gov/article?id=How-to-Submit-a-Complaint, you may be entitled to invoke binding arbitration when other dispute resolution procedures have been exhausted.

With respect to personal information received or transferred pursuant to the Privacy Shield Frameworks, HelloSign is subject to the regulatory enforcement powers of the U.S. Federal Trade Commission. In certain situations, HelloSign may be required to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Our EEA Representative. Dropbox International has been appointed as HelloSign’s representative in the EEA for data protection matters, pursuant to Article 27 of the General Data Protection Regulation of the European Union. Dropbox International can be contacted in matters related to the processing of Personal Data. To make such an inquiry, please contact Dropbox International by emailing privacy@dropbox.com. If they can’t answer your question, you have a right to raise questions or complaints with your local Data Protection Authority at any time.

9. CHANGES TO THIS POLICY

If we change our privacy policies and procedures materially, we will post those changes to keep you aware of what information we collect, how we use it and under what circumstances we may disclose it. Changes to this Privacy Policy are effective when they are posted on this page. When we change the policy in a material manner we will update the ‘effective date’ at the top of this page, and we may also notify you of the change via email or other prominent notice posted on this site or the Service.

10. HOW TO CONTACT US

For questions or concerns regarding the collection, use, or disclosure of your information, you can contact us by sending an email to legal@hellosign.com.
In connection with use of any HelloSign Service, website or system (collectively, the “HelloSign Platform”), you must not:

• Post or transmit abusive messages, defamatory, libelous, false or misleading statements, hate speech, or messages that incite or threaten violence;
• Transmit spam, chain letters, or unsolicited messages (including email);
• Impersonate another person, misrepresent your affiliation with another person or entity, engage in fraud, or hide or attempt to hide your identity;
• Access any unauthorized part of the HelloSign Platform;
• Interfere with the normal functioning, integrity or operation of the HelloSign Platform;
• Upload or transmit invalid data, viruses, worms, harmful code, malware, or other software agents;
• Decipher or decrypt transmissions, circumvent any access, authentication or copy restrictions of, or otherwise attempt to compromise the security of the HelloSign Platform (including another user’s account);
• Attempt to probe, scan or test the vulnerability of any part of the HelloSign Platform without proper authorization;
• Attempt to modify, or gain unauthorized use of or access to, another user's account(s), website(s), application(s), system(s), equipment or data;
• Collect or harvest any personally identifiable information, including account names, from any other user’s account;
• Use the HelloSign Service or other parts of the HelloSign Platform in violation of any applicable law or regulation, including privacy laws in applicable jurisdictions; or
• Upload, use or transmit any content, data or materials that violate applicable laws or regulations.

Without limiting any other remedies available to it, HelloSign may in its sole discretion suspend or terminate access to the HelloSign Platform for violations of this Acceptable Use Policy, to prevent harm to other parties, or to preserve its security, availability or integrity. Terms not defined in this Acceptable Use Policy will have the meaning set forth in the applicable agreement between you and HelloSign.