Master Services Agreement

By accepting electronically or entering into an Order that incorporates this Master Services Agreement ("**Agreement**"), the individual or legal entity ("**Customer**") agrees that this Agreement governs Customer's use of PandaDoc, Inc. ("**PandaDoc**", each a "**Party**" and jointly the "**Parties**") Services and is effective as of the date of such electronic acceptance or in the case of acceptance via an Order form on the date of the last signature (the "**Effective Date**").

1. Services

1.1 Right to Access and Use. Subject to the terms and conditions of this Agreement and in consideration of the fees and terms specified in any Order or SOW (see Definitions in Section 11 below). PandaDoc hereby grants Customer a worldwide, non-exclusive, non-transferable right to access and use PandaDoc's Services during the applicable Term for Customer's own business purposes. Users may exercise such limited right on behalf of Customer.

1.2 Restrictions. Customer will access and use the Services in compliance with this Agreement and applicable laws and regulations. Access to and use of PandaDoc Properties is subject to the applicable restrictions and limitations specified in an Order, Documentation, and PandaDoc's *Acceptable Use Policy* published on the Site. Without limiting the foregoing, Customer will not: (a) sell, resell, license, sublicense, frame, or further distribute PandaDoc Properties; or (b) use technology, processes, or other means to provide access to and use of PandaDoc Properties to more than one individual under a set of User login credentials. Customer is responsible for Users' access to and use of the Services. Customer will promptly, but in no event more than 48 hours after becoming aware, notify PandaDoc of any known unauthorized access to or use of PandaDoc Properties.

1.3 PandaDoc API. PandaDoc may make an application programming interface or other similar development tools available for use with its Online Services which establishes an interface with such Service ("**PandaDoc API**"). Unless Customer and PandaDoc have entered into a separate developer agreement and PandaDoc has provided Customer with a specific application ID for authentication purposes, Customer will not use or enable a third party to use any PandaDoc API to access PandaDoc assets or accounts not otherwise controlled by Customer.

1.4 Free Services. If Customer receives access to the Services or Services features on a free or trial basis or as an early access offering ("**Free Trials**"), such use is permitted only for Customer's internal evaluation until the earlier of (a) the end of the free trial period; (b) the start date of any purchased subscriptions ordered by Customer for such Service(s); or (c) termination by PandaDoc in its sole discretion. Free Trials may be inoperable, incomplete or include features that PandaDoc may never release. Notwithstanding anything to the contrary in this Agreement, Customer understands and agree that Free Trials are made available on an "AS IS," and "AS AVAILABLE" basis and without any warranty, indemnity, support, accuracy, commitment to availability, security or other related obligation of any kind under this Agreement unless otherwise required by applicable law. PANDADOC'S LIABILTY FOR A FREE TRIAL WILL NOT EXCEED US $50. Any usage of Early Access Services (defined below) is subject to the Beta Terms provided on the Site. "**Early Access Services**" means an application, feature, function or other technology that PandaDoc or its affiliate (i) has made available to Customer, (ii) has not made generally available to all PandaDoc customers, and (iii) has designated as pilot, beta, early access, limited release, developer preview, or another similar description.

1.5 Third Party Products. If Customer separately procures any services, applications, or online content provided or controlled by a third party for use with the Services ("**Third Party Products**"), such use is subject to the end-user license or use agreement that Customer establishes with or accepts from the third party. PandaDoc makes no representations or warranties regarding any PandaDoc Properties' compatibility or integration with a Third Party Product, including any updates thereto, and reserves the right to terminate any integration or link to a Third Party Product at any time in its sole discretion. Third Party Products are not Services and PandaDoc has no liability with respect to Customer's procurement or use of Third Party Products.

2. Customer Content Processing

2.1 Processing. Customer represents and warrants that it has all rights, permissions, and consents necessary to (a) submit all Customer Content to the Services and to (b) grant PandaDoc the limited rights to process Customer

Content as set forth in this Agreement. Customer hereby grants PandaDoc a worldwide, irrevocable, fully paid, non-exclusive right and license to use, process reproduce, distribute and display Customer Content solely: (i) as required by applicable law, (ii) as requested by Customer in writing or as allowed by Customer via a Services access controls, (iii) to the extent necessary to provide, support, or optimize the Services, or (iv) as necessary to prevent or address technical problems with the Services or violations of this Agreement. Notwithstanding anything herein to the contrary, PandaDoc owns and may process aggregated, anonymized data that cannot identify any person and is derived from or created through the use of the Services by Customer or its Users ("**Usage Data**") as it sees fit, including to improve and further develop the Services, and to train machine learning algorithms. Usage Data does not include Personal Data. PandaDoc may review, either by manual or automated means, all Customer Content and reject, not post, remove, deny access to, or delete any Customer Content which breaches this Agreement.

2.2 Security. PandaDoc has implemented and will maintain information security practices and safeguards as described in the Security Practices (available on the Site), which include physical, organizational, and technical measures designed to secure and preserve the availability, integrity and confidentiality of the Services and Customer Content and to protect against information security threats. PandaDoc may update the Security Practices from time to time, provided that the update does not materially reduce the overall level of security or commitments as described therein.

2.3 Privacy. Unless otherwise agreed upon by the parties in writing, the terms and conditions of the Data Processing Agreement ("**DPA**") found on the Site as of the Term's start date govern PandaDoc's processing of personal data.

2.4 Third Parties. PandaDoc may utilize third-party service providers to act on PandaDoc's behalf in connection with providing the Services provided that (a) such third-parties are subject to confidentiality and data security obligations that are substantially as protective as those set forth in this Agreement; and (b) PandaDoc is responsible for such third parties' acts and omissions in relation to PandaDoc's obligations under this Agreement. Unless otherwise agreed by the parties in writing, third parties engaged to process Customer Content on behalf of PandaDoc are identified on the *PandaDoc's Subprocessors* page available on the Site.

3. Ownership of Intellectual Property

3.1 PandaDoc. Except as expressly set forth in this Agreement, PandaDoc retains all rights, title, interest and ownership of PandaDoc Properties and PandaDoc Confidential Information. Except for the rights expressly granted to Customer in this Agreement, PandaDoc does not convey any right, title, or interest in or to PandaDoc Properties or PandaDoc Confidential Information.

3.2 Customer. Except as expressly set forth in this Agreement, Customer retains all its right, title, and interest in and to Customer Content and Customer's Confidential Information, and all intellectual property and proprietary rights therein. Except for the rights expressly granted in this Agreement, PandaDoc acquires no right, title, or interest in or to Customer Content or Customer's Confidential Information.

3.3 Feedback. Customer or a User may submit feedback, comments, questions, suggestions, ideas or other information to PandaDoc related to its Services ("**Feedback**"). Customer grants PandaDoc a worldwide, irrevocable, perpetual sublicensable, transferable, non-exclusive license to use, distribute and incorporate Feedback into PandaDoc's product without any obligation for any type of compensation. PandaDoc acknowledges that Feedback is provided "as-is" and without representations or warranties, either express or implied, including any warranties of merchantability or fitness for a particular purpose.

4. Confidentiality

4.1 Confidential Information. "**Confidential Information**" means all non-public, proprietary, business, technical, legal or financial, information provided in connection with this Agreement that the Disclosing Party has identified as confidential at the time of disclosure, or by its nature should clearly be considered confidential. PandaDoc Confidential Information includes, without limitation, PandaDoc Properties, PandaDoc pricing information and the terms and conditions of this Agreement. Customer Confidential Information includes Customer Content. Notwithstanding the foregoing, Confidential Information shall not include information which (a) was generally known to the public at the time disclosed to the Receiving Party or becomes generally known to the public (other than

through a breach of this Section 4 (Confidentiality) by the Receiving Party) after disclosure to the Receiving Party; (b) was known to the Receiving Party prior to disclosure by the Disclosing Party and is not subject to any obligation of confidentiality; (c) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information; (d) is rightfully obtained by the Receiving Party from a third party without any restrictions on disclosure; or (e) is approved for release by written authorization of the Disclosing Party.

4.2 Confidentiality Obligations. The Receiving Party will: (a) not to use or disclose the Confidential Information of the Disclosing Party for any purpose other than as necessary and appropriate to perform its obligations under this Agreement; (b) not transfer or disclose Disclosing Party's Confidential Information to any third party except as allowed pursuant to this Agreement or a separate written agreement between the parties; (c) take reasonable security measures to protect Disclosing Party's Confidential Information including measures at least as protective as those it uses to protect its own Confidential Information of a similar nature. The Receiving Party will promptly notify the Disclosing Party in writing (which may be via email) upon discovery of any unauthorized disclosure or use of the Disclosing Party's Confidential Information, or any other breach of Section 4, by it or its employees, directors, Affiliates, advisors, agents, contractors, and other representatives ("**Representatives**").

4.3 Permitted Disclosures. The Receiving Party may disclose Confidential Information to its Representatives as needed to exercise the Receiving Party's rights and obligations under this Agreement provided that its Representatives are required to protect Confidential Information by measures at least as protective as those described herein, and that the Receiving Party is responsible for any disclosure by its Representatives of Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information to the extent required by law provided that it: (a) provides prior written notice of such disclosure to the Disclosing Party (if not prohibited by law) so that the Disclosing Party may seek a protective order or other appropriate remedy; (b) uses reasonable efforts to limit disclosure to that which is legally required; and (c) reasonably cooperates with the Disclosing Party, at the Disclosing Party's expense, in its efforts to obtain a protective order or other legally appropriate remedy.

4.4 Return and Deletion. Upon the Disclosing Party's written request, the Receiving Party will: (a) destroy or delete as applicable, all documents, copies, and electronically stored Confidential Information of the Disclosing Party in its possession or control; and (b) certify its compliance with this Section 4.4 in writing. Notwithstanding the foregoing, the Receiving Party may keep copies of any Confidential Information it is required to retain by law or regulation or retains as part of its system backup or record retention process; provided that such retained information shall remain subject to the confidentiality terms set forth herein.

4.5 Remedies. Each party acknowledges that an actual or threatened breach of this Section 4 may result in irreparable and continuing damage to the Disclosing Party for which monetary damages may not be sufficient, therefore Disclosing Party is entitled to seek injunctive relief, and such further relief as may be proper to prevent or mitigate a breach of this Section 4.

5. Fees

5.1 Fees. In consideration of the performance of the Services, Customer agrees to pay PandaDoc, in full, the fees set forth in the applicable Order ("**Fees**"). Unless otherwise explicitly agreed upon by the parties in writing, all Orders are non-cancelable and Fees are non-refundable, and the Term as set forth in the Order is a continuous and non-divisible commitment for the full duration of the Term regardless of any invoice schedule. Unless otherwise agreed upon by the Parties in writing, any unused portions of volume-based purchases shall expire at the end of the Term and will not roll over into subsequent Renewal Terms. All amounts due and payable by Customer to PandaDoc under this Agreement must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law.

5.2 Overages. In the event Customer exceeds the number of licensed users or the maximum number of units for a volume-based product purchased in an Order, PandaDoc may invoice Customer monthly for all additional units (whether licenses or volume-based units) added or used by Customer during the Term. Unless otherwise agreed upon by the Parties in writing, (a) the fees for additional licensed users will be prorated based on the remainder of the then-current subscription term and the per unit fee on the Customer's then current Order; and (b) the fees for such additional volume-based units will be equal to the applicable per unit fee on the Customers then current Order. If no per unit fee is provided on Customer's then current Order, Customer will be charged at the per unit price provided on PandaDoc's Site. Removal of licensed users from Customer's subscription plan will not reduce the fees payable to PandaDoc hereunder.

5.3 Payment. Unless otherwise agreed by the parties in writing, all amounts due under this Agreement or an Order must be paid by Customer in United States dollars on receipt of the invoice, or fourteen (14) days after the date of the invoice for invoices over $2,500 USD. Unless otherwise agreed to by the Parties in writing, invoices will be sent via email. Customer shall remit payments due hereunder via wire transfer, ACH, or credit card, or for amounts over $5,000 USD by check. Customer will promptly notify PandaDoc in writing (via email) of any changes to Customer's billing information. In the event payment dates fall on a weekend or holiday, the payments may be completed on the next business day. Except where prohibited by law, PandaDoc may charge Customer a late fee of 1.5% per month on any past due amounts, plus a recovery fee equal to the total expenses associated with collecting the past due amounts (including third party fees).

5.4 Pricing. PandaDoc may increase the unit price for a Service's Renewal Term by issuing written notice to Customer prior to the start date of such Renewal Term (the "**Price Increase Notice**"). If a Service automatically renews under this Agreement, the annualized price for each unit of a Service for the Renewal Term will be the greater of (a) the published price on the Site, or (b) the annualized price for such Service unit during the Term, as may be increased by notice issued by PandaDoc pursuant to this Section 5.4. Discounts, credits and promotional or one-time pricing for the Term do not apply to the Renewal Term.

5.5 Monthly Plans. Notwithstanding anything to the contrary in this Agreement, if Customer is on a monthly plan with PandaDoc, (a) Customer will not receive the Price Increase Notice described in Section 5.4, (b) Customer's Order will automatically renew every month at PandaDoc's then published rates, and (c) Customer's credit card will be charged monthly on or about the same day of the month that Customer initially signed up for the plan. If Customer cancels a monthly plan before an upcoming renewal date, Customer will have access to the purchased PandaDoc Services through the end of the then-current month.

5.6 Taxes. Other than income taxes imposed on PandaDoc, Customer will bear all taxes, levies and duties, including without limitation VAT ("**Taxes**"). Both parties acknowledge and agree that to the extent any services provided by PandaDoc may be subject to any sales or other applicable tax, Customer shall pay these taxes, assessable by any jurisdiction, except as specifically delineated below. Customer shall include payment of taxes in its submission of Fees and expenses to PandaDoc in U.S. dollars.

5.7 Resellers. Customer may elect to purchase certain Services through a reseller authorized by PandaDoc ("**Reseller**"). Customer's access to and use of the Services purchased through a Reseller is subject to PandaDoc's receipt of the applicable fees under the Order between Reseller and PandaDoc related to Customer's purchase. Any claims for refunds owed hereunder must be directed to the Reseller. The terms of this Agreement may not be modified by any agreement between Customer and Reseller.

5.8 Fee Disputes. If Customer has a bona fide dispute in relation to any portion of the Fees invoiced, Customer shall provide notice to PandaDoc in writing within thirty (30) days from the date of the invoice containing the disputed Fees. Such notice shall set forth the details surrounding the dispute in specific detail so that PandaDoc may investigate the dispute. Upon resolution of the dispute, Customer shall pay all outstanding amounts determined to be payable per the resolution to PandaDoc within twenty (20) calendar days of the resolution. Customer waives the right to dispute any Fees not disputed within thirty (30) calendar days after the date of the applicable invoice.

6. Representations and Warranties

6.1. Customer Authority and Compliance Warranty. Customer represents and warrants that it has the necessary authority to enter into this Agreement. Customer represents and warrants that it will comply with United States laws and regulations, and any additional applicable laws and regulations of the country in which Customer is utilizing the Services to the extent such laws and regulations apply to Customer's use of the Services under this Agreement.

6.2. PandaDoc Authority and Compliance Warranty. PandaDoc represents and warrants that it has the necessary authority to enter into this Agreement. PandaDoc represents and warrants that it will comply with United States laws and regulations: (a) to the extent such laws and regulations apply to PandaDoc's provision of the Services under this Agreement; and (b) without regard to Customer's particular use of the Services or the applicability of any laws or regulations specific to Customer or its industry.

6.3. Disclaimer - No legal advice. The Services do not provide legal advice. PandaDoc does not offer any legal advice, opinions, recommendations, referrals, or consulting and is not a law firm. The Services may involve the making of contracts, or other legal relations; Customer should consult with its own legal counsel for all questions related to its own legal compliance.

6.4. Disclaimer – Warranties. THE SERVICES, MATERIALS AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, PANDADOC DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLIANCE WITH LAWS, AND NON-INFRINGEMENT. PANDADOC DOES NOT REPRESENT OR WARRANT THAT THE SERVICES AND DOCUMENTATION WILL BE AVAILABLE WITHOUT INTERRUPTION OR ERROR-FREE.

7. Limitation of Liability

7.1. Exclusion of Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES), RESULTING FROM USE OF THE SERVICES OR DOCUMENTATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES.

7.2. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, EACH PARTY'S TOTAL CUMULATIVE LIABILITY AND OBLIGATIONS UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO PANDADOC FOR THE SERVICES GIVING RISE TO THE LIABILITY OR OBLIGATION IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE (THE "**LIABILITY CAP**").

7.3. Unlimited Liability. THE LIMITATIONS SET FORTH IN THIS SECTION 7 SHALL NOT APPLY TO INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR PANDADOC'S RIGHT TO COLLECT UNPAID FEES DUE HEREUNDER.

8. Indemnification

8.1. By Customer. To the extent permitted by law, Customer will indemnify, defend and hold PandaDoc, its Affiliates, and their respective officers, agents, employees, and representatives, harmless from and against any third-party claim claims, proceedings, demands, investigations or suits (each a "**Claim**") arising out of, or relating to: (a) Customer's breach of the Agreement; (b) Customer's use of the Services in a manner that violates any applicable law(s); or (c) Customer Content. This indemnification obligation shall include all costs and expenses to PandaDoc including without limitation any finally awarded damages or settlement amount approved by Customer in writing to the extent arising from a Claim, and any reasonable attorneys' fees incurred by PandaDoc associated with the Claim prior to Customer assuming the defense.

8.2 By PandaDoc. PandaDoc will defend Customer, and its respective officers, agents, employees, and representatives from and against any Claim to the extent it arises out of an allegation that Customer's use of the Services in accordance with the Agreement infringes on a third-party's intellectual property rights. PandaDoc will indemnify customer for any finally awarded damages or settlement amount approved by PandaDoc in writing to the extent arising from a Claim, and any reasonable attorneys' fees incurred by Customer associated with providing PandaDoc written notice of a Claim. PandaDoc's indemnification obligations hereunder shall not apply where the Claim is based in whole or in part on: (a) Customer Content, (b) modifications made to the Services or any component thereof in compliance with designs, specifications or instructions provided in writing by Customer; (c) Customer's use of the Services in combination with a third-party product or service not provided by PandaDoc; (d) Customer's use of the Services in breach of this Agreement.

8.3 Procedure. If a party that has a right to be indemnified as described herein (an "**Indemnified Party**") and seeks indemnification from the other party (an "**Indemnifying Party**") pursuant to the foregoing, the Indemnified Party shall (a) provide written notice to the Indemnifying Party as promptly as possible upon becoming aware of the Claim, (b) shall give the Indemnifying Party sole control of the defense and settlement of the Claim provided, that any

settlement unconditionally releases the Indemnified Party of all liability and does not, without the Indemnified Party's prior written consent, make any admissions of guilt or require the Indemnified Party to make any payments, (c) shall, upon request from the Indemnifying Party and at the Indemnifying Party's sole cost, provide all reasonable assistance to the Indemnifying Party to support its defense and settlement of the Claim. The Indemnified Party may reasonably participate in such defense and settlement, at its sole expense.

8.4 Infringement Remedy. If Customer is enjoined or otherwise prohibited from using any of the Services or any portion thereof based on a Claim, PandaDoc will, at its sole expense and option: (a) obtain from such third party the right for Customer to continue to use the allegedly infringing portions of the Service (the "**Infringing Materials**"); (b) modify or replace the Infringing Materials so as to render them non-infringing without materially diminishing or impairing their functionality; or (c) if none of the foregoing remedies are commercially reasonable, terminate the applicable Order and provide a pro rata refund for any prepaid fees attributable to the terminated portion of the Services. The remedies set forth by this Section 8 (Indemnification), are Customer's sole and exclusive remedies for any actual or alleged infringement by PandaDoc of any third-party intellectual property rights.

9. Term and Termination

9.1. Term. This Agreement will remain in effect so long as PandaDoc is providing Services to Customer pursuant to an applicable Order. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN AN ORDER OR IF A PARTY PROVIDES THE OTHER PARTY WRITTEN NOTICE OF NON-RENEWAL AT LEAST THIRTY (30) DAYS PRIOR TO THE END DATE OF THE TERM, THE TOTAL NUMBER OF UNITS PURCHASED OR OTHERWISE PROVISIONED OR USED DURING THE TERM FOR EACH SERVICE (INCLUDING WITHOUT LIMITATION, SEAT, VOLUME BASED AND SUPPORT PRODUCTS) WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR RENEWAL TERMS UNDER THIS AGREEMENT AND THE APPLICABLE ORDER. Any purchase or provision of one-time Services will not automatically renew.

9.2. Termination.

9.2.1. Termination for Cause. Either party may terminate an Order or this Agreement immediately upon written notice if the other party materially breaches this Agreement or any Order, and fails to cure such breach within thirty (30) calendar days after receipt of written notice.

9.2.2. Termination for Insolvency or Dissolution. Either party may terminate an Order or this Agreement in the event the other party becomes Insolvent or ceases to do business. For purposes of this Subsection 9.2, "Insolvent" shall mean a party that makes an assignment for the benefit of creditors, has a receiver, trustee, custodian (or similar party) appointed or designated to administer its affairs or otherwise take control of its assets or business operations, becomes a debtor in a voluntary proceeding under any chapter of the United States Bankruptcy Code or any law or statutory scheme relating to insolvency, reorganization or liquidation, or an involuntary petition in bankruptcy, or other insolvency proceeding is filed against a party and is not dismissed within ninety (90) calendar days thereafter.

9.2.3. Effect of Termination. Upon termination pursuant to this Section 9.2, (a) all Services and Orders under this Agreement will terminate; and (b) all rights and obligations of the parties hereunder will cease, except as set forth in Section 9.5 (Survival). Customer will pay all outstanding amounts payable through the Term of any terminated Orders.

9.3. Transitional Services. Customer may retrieve copies of its Customer Content at any time while this Agreement is in effect. If Customer fails to retrieve its Customer Content prior to the termination of the Agreement, Customer may request, within sixty (60) days after such termination, that PandaDoc allow Customer to retrieve Customer Content still remaining in the Services. After such 60-day period, Customer Content may be deleted without any liability to PandaDoc. If Customer wishes to extend the period of time PandaDoc stores Customer Content after termination, the parties will use good faith efforts to negotiate post-expiration or post-termination storage services for Customer's Customer Content.

9.4. Suspension. PandaDoc may disable or suspend the Customer's access to the Services immediately if: (a) Customer fails to make a payment for more than fifteen (15) days following its due date; (b) Customer breaches or PandaDoc reasonably suspects based on documented evidence that Customer has breached

this Agreement; (c) Customer or its Users use of the Services poses a security risk to the Services or any other customer or may subject PandaDoc or any third-party to liability; or (d) PandaDoc's continued provision of any Services to the Customer is prohibited by applicable law.

9.5. Survival. The following Sections will survive termination or expiration of this Agreement: 1.4 (Free Services); 2.1 (Processing); 3 (Ownership of Intellectual Property); 4 (Confidentiality); 5 (Fees); 7 (Limitation of Liability); 8 (Indemnification); 9.3 (Transitional Services); 9.5 (Survival); and, to the extent necessary to effectuate the foregoing, 10 (Miscellaneous).

10. Miscellaneous

10.1 Entire Agreement; Conflict. This Agreement, together with any Orders, SOWs, DPA, and Policies, constitutes the entire agreement between PandaDoc and Customer with respect to the Services, and may only be modified by a written agreement signed by each Party. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement, including without limitation previously agreed upon Non-Disclosure Agreements, are of no force or effect. In the event of a conflict between this Agreement and any Order, the terms of this Agreement control and govern, unless the Order explicitly states that it is intended to modify the conflicting terms of this Agreement. With respect to any Services, terms and conditions included in the following items, whether submitted or executed before or after the Term start date, are null and void: (a) a Customer purchase order or similar document; and (b) a Customer vendor registration form or online portal. Any non-English translation of this Agreement is provided for convenience only and in the event of any ambiguity or conflict between translations, the English version is authoritative and controls.

10.2 Notices. All notices required under this Agreement shall be in writing and sent if to Customer to the Customer's billing email addresses on file with Pandadoc, and if to PandaDoc to legal@pandadoc.com, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when: (i) sent via email, (ii) delivered personally; or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. Customer may request to receive notification of material changes to this Agreement, the Acceptable Use Policy, Security Practices, Privacy Notice, and Subprocessor List by completing the form at www.pandadoc.com/legal-notification-request/.

10.3 Publicity. Unless Customer has notified PandaDoc to the contrary in writing, PandaDoc may disclose Customer as a customer of PandaDoc or the named Services used by Customer or may use Customer's name and logo on the Site or in PandaDoc's promotional materials.

10.4 Insurance. PandaDoc will procure and maintain at its expense commercially reasonable insurance coverage during the Term, evidenced by its certificate of insurance. At a minimum, PandaDoc shall maintain: (i) commercial general liability insurance; (ii) errors and omissions insurance, (iii) cyber-liability insurance; and (iv) insurance for claims under workers compensation laws or other similar laws or regulations.

10.5 Governing Law and Dispute Resolution. The parties agree to the following country-specific provisions for governing law and venue for all claims and disputes arising out of or relating to the Agreement, Orders, or SOWs, or their subject matter or formation, including non-contractual disputes or claims ("**Disputes**"). The Agreement will be interpreted, construed, and enforced in all respects as described below based on Customer's billing address on file with PandaDoc at the time of execution of the applicable Order or SOW.

10.5.1 *United Kingdom, a Member State of the European Economic Area, or Switzerland*. Disputes for Customers in the United Kingdom, EU, or Switzerland are governed by and construed in accordance with the law of the Republic of Ireland. Each Party irrevocably agrees that the courts of the Republic of Ireland shall have exclusive jurisdiction to settle any Disputes. The parties agree that the 1980 U.N. Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

10.5.2 *Australia or New Zealand*. Disputes for Customers in Australia or New Zealand are governed by and construed in accordance with the law of New South Wales, Australia, with exclusive jurisdiction in the New South Wales courts. The parties agree that the 1980 U.N. Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

10.5.3 *All other locations*. Except to the extent prohibited by law, Disputes for Customers in any locations not described in 10.5.1 or 10.5.2 above will be governed by the laws of the State of Delaware, USA.,

without regard to its conflict of law provisions, with exclusive jurisdiction and venue in the state of Delaware courts.

10.6 Assignment. Either Party may assign its rights and obligations under the Agreement to an Affiliate as part of a reorganization, or to a purchaser of its business entity or substantially all of its assets or business to which rights and obligations pertain without the other Party's consent, provided that: (a) the purchaser is not insolvent or otherwise unable to pay its debts as they become due; (b) the purchaser is not a competitor of the non-assigning Party; and (c) any assignee is bound hereby. Other than the foregoing, neither Party may assign its rights or obligations under the Agreement without the other Party's prior written consent, and any attempt by either Party to transfer its rights or obligations under the Agreement will be void.

10.7 Export Requirements. Each party shall comply with applicable export controls administered by the United States government, the member states of the European Union, and other foreign jurisdictions (collectively, "**Export Control Regulations**"). Without limiting the foregoing: (a) Customer acknowledges that the Services, Documentation, and Customer Content may be subject to Export Control Regulations; (b) Customer will not permit Users to access or use any Service, Documentation, or Customization in violation of any applicable embargo restrictions, or to anyone on the U.S. Treasury Department's list of specially designated nationals or the U.S. Commerce Department's list of prohibited countries or debarred or denied persons or entities; and (c) Customer is responsible for complying with Export Control Regulations and any other local laws and regulations which may impact Customer's right to export, access, or use the Services, Documentation, and Customer Content. Each party hereby agrees to the foregoing and warrants that it is not located in, or under the control of, or a national or resident of any such country or on any such list.

10.8 Severability and Waiver. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that part will be construed to reflect the parties' original intent, and the remaining provisions of the Agreement will remain in full force and effect. The waiver of any breach of this Agreement or of any Order will be effective only if in writing, and no such waiver will operate or be construed as a waiver of any subsequent breach.

10.9 Relationship of Parties. The Parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Except as set forth in the Agreement, nothing in the Agreement, expressed or implied is intended to give rise to any third-party beneficiary.

10.10 Force Majeure. Notwithstanding any provision of this Agreement to the contrary, neither party is liable for any failure to perform, or delay in performing any particular obligations under this Agreement where the failure or delay arises from any cause or causes beyond its reasonable control, including without limitation fire, flood, earthquake, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, or rebellions ("**Force Majeure Event**"). Either party may terminate this Agreement and the applicable Orders by giving the other party written notice if the other party fails to perform its obligations for three (3) continuous months due to such Force Majeure Event.

10.11 Interpretation. The headings and titles of the Sections of this Agreement are not part of this Agreement but are for convenience only and are not intended to define, limit, or construe the contents of the provisions contained herein.

10.12 PandaDoc as Data Controller. Notwithstanding any provision of this Agreement to the contrary, technical, statistical, learned, or other Usage Data, and payment, billing, profile, or other account information, is not Customer Content, and is processed by PandaDoc as a Controller pursuant to its publicly posted Privacy Notice (available on the Site).

10.13 Revisions. PandaDoc reserves the right to revise this Agreement during the Term by publishing a revised version on the Site ("**Updated Agreement**"). After the date of publication, Customer's continued use of the Services will constitute acceptance of the Updated Agreement unless Customer provides written notice to PandaDoc of Customer's objection to the Updated Agreement within five (5) days of such publication date, in which case the Updated Agreement will apply at the start of the Renewal Term.

11. Definitions.

"Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, a Party. For purposes of this definition, "control" means the power to direct or cause the direction of the management of an entity whether through direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of such entity, by contract, or otherwise.

"Customer Content" means any text, personal information, document layouts, source code, pictures, video, images, audio materials, graphics, documents, data files or any other content that Customer or its Users uploads or submits to the Online Services. Customer Content does not include usage, statistical, learned, or technical information that does not reveal the actual contents of Customer Content.

"**Disclosing Party**" means the party disclosing Confidential Information to the Receiving Party**.**

"Documentation" means documentation provided by PandaDoc on the Site that is uniformly available and applicable to all PandaDoc customers and relates to the then current operation and use of the Services, including help articles, product manuals, operating instructions, and release notes, each as updated by PandaDoc from time to time.

"Online Services" means all online services, add-ons, or applications, and maintenance for any of the aforementioned, that are provisioned or controlled by PandaDoc.

"Order" means an executed ordering document or online order issued, or otherwise approved in writing, by PandaDoc that incorporates this Agreement by reference and specifies the Services that Customer is authorized to access and use and their cost.

"PandaDoc Properties" means Services, Documentation, and all technology, software, data, methodologies, improvements, and documentation used by PandaDoc to provide, or made available in connection with, Services and Documentation, and all intellectual property and proprietary rights in and to the foregoing.

"Professional Services" means implementation, configuration, integration, training, advisory, and other professional services related to the Online Services that are provided or controlled by PandaDoc.

"Receiving Party" means the party receiving or accessing Confidential Information of the Disclosing Party.

"Renewal Term" means the period of authorized access and use that immediately follows the Term for a Service.

"Services" means the Professional Services and the Online Services**.**

"Site" means PandaDoc's website at www.pandadoc.com and any website linked from such website that is owned or controlled by PandaDoc, including without limitation, support.pandadoc.com.

"SOW" means an executed statement of work, or similar document, between PandaDoc and Customer describing the Professional Services purchased by Customer that incorporates this Agreement by reference.

"User" means Customer's employees, representatives, consultants, contractors, partners, Affiliates, agents, or any other individual authorized by Customer or its Users to access and use the Services.

"Term" means the then current period of authorized access and use of a Service specified on an Order or under this Agreement.