Master Services Agreement

This Master Services Agreement ("Agreement") is made and entered into by and between PandaDoc, Inc, a Delaware Corporation, with an address at 3739 Balboa St. #1083, San Francisco, CA 94121 ("PandaDoc"), and you, the Customer, ("Customer" or "you") in connection with the subscription of PandaDoc's products and/or services.

In consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, and intending to be legally bound, the parties agree as follows:

1. Services

1.1 The following terms and conditions govern all access and use of PandaDoc's website and all content, services and products available at or through the website, including, but not limited to, electronic signature services, online uploads, display, delivery, acknowledgment, and storage services for documents and electronic contracts (collectively, the "Website Services"). PandaDoc shall perform the professional services set forth in any duly executed Proposal ("Professional Services"), as applicable. The Website Services and Professional Services shall collectively be referred to herein as the "Services".

1.2 Customer is engaging PandaDoc to provide the Services as described in the relevant proposal(s) under this Agreement (each, a "Proposal") and/or as further described herein. The Customer explicitly indicates and accepts that the Services are for professional use only and that this is a business transaction to which consumer rules do not apply. Neither party will have any obligation with respect to any draft Proposal unless and until it is fully executed (signed by both parties). PandaDoc makes no promises or representations whatsoever as to the amount of business Customer can expect at any time under this Agreement or an applicable Proposal. Except as otherwise provided herein, if any of the terms and/or conditions of this Agreement conflict with any of the terms and/or conditions of any Proposal, the terms and/or conditions of such Proposal will control solely with respect to the Services covered under such Proposal, unless the Proposal explicitly states that it is intended to modify the conflicting terms of this Agreement.

1.3 Subject to Customer purchasing the right to access and/or use the Services and using such Services in accordance with the terms and conditions set forth herein and in the applicable Proposal, PandaDoc grants to Customer a limited, worldwide, non-sublicensable, non-exclusive, non-transferable license to access and/or use the Services by the quantity of Users (and/or up to the number of Users) during the term set forth in the applicable Proposal for internal use in accordance with said Proposal(s), the terms and conditions set forth herein, and any documentation provided by PandaDoc as it relates to the Services (the "Documentation"). Holistically, this shall be referred to as the 'Subscription," and said Subscription is not for resale or further distribution, unless otherwise agreed to by the parties in writing. "Users" means Customer's employees, representatives, consultants, contractors, partners, or agents who are authorized by Customer to access and use the Services. The Subscription is limited to the number of Users as set forth in the applicable Proposal for the Subscription term. Except as otherwise explicitly provided herein or in any Proposal, or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize any User or third party to: (i) modify, and/or make derivative works of, disassemble, reverse compile and/or reverse engineer any part of the Services, or reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Services or any other compiled software provided or made available by PandaDoc hereunder; (ii) copy, reproduce, distribute, republish, download, disclose, encumber, time-share, license, sell, display, post and/or transmit any part of the Services in any form and/or by any means use or permit the use of, reproduce or otherwise duplicate, disclose, distribute, modify, encumber, time-share, license, sublicense, sell, assign, rent, lease, or transfer any Services, any portion thereof, or any of Customer's rights thereto; (iii) frame and/or utilize framing techniques to enclose any trademark, logo, and/or other portion of the Services (including images, text, page layout, and/or form); (iv) use any metatags and/or other "hidden text" using PandaDoc's name and/or trademarks; (v) use any manual and/or automated software, devices and/or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to "scrape" and/or download data from any pages contained in the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such); (vi) use and/or access the Services in order to build a similar and/or competitive website, product, and/or

service; (vii) remove, obliterate, or cancel from view any copyright, trademark, or other proprietary or confidentiality notice or legend appearing on or in the Services or any materials provided or made available by PandaDoc hereunder, or fail to reproduce any such notice or legend on any copy made of any such materials; (viii) intentionally hold PandaDoc and/or their employees and/or directors up to public scorn, ridicule and/or defamation in relation to the Services; (ix) promote and/or provide information about illegal activities and/or harm and/or injury to any group, individual, institution and/or property using and/or in relation to the Services; (x) take any action that materially interrupts or interferes with, or that might reasonably have been expected to materially interrupt or interfere with, the Service, PandaDoc's business operations or other customer; (xi) run any form of auto-responder and/or "spam" on the Services or use the Services to otherwise send "spam" to any third-party; (xii) use the Services in any unlawful way or for any unlawful purpose and/or to violate any federal, state, international law, code of conduct and/or other guidelines which may be applicable to the Services provided; (xiii) circumvent or disable any security or technological features or measures of the Services; and/or (xiv) use the Services to conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorized advertising, promotional materials, or unsolicited e-mail or multi-level marketing campaigns. Any rights not expressly granted herein are reserved by PandaDoc.

1.4 Customer shall not access, store, distribute or transmit any Viruses or any material during the course of its use of the Services that adversely affects the system such as, without limitation (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive, (ii) facilitates illegal activity; (iii) causes damage or injury to any person or property; and/or (iv) is in violation of the terms and conditions of this Agreement. "Virus" means any thing or device (including without limitation any software, code, file or program) which may prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device, prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise) and/or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

1.5 Customer shall ensure that its network and systems comply with the relevant specifications provided by PandaDoc from time to time and shall provide PandaDoc with information as may be required by PandaDoc in order to render the Services. Customer is responsible for obtaining, maintaining, and supporting all Internet access, computer hardware, and other equipment and services needed for it to access and/or use the Services. The Customer will determine the access controls for its authorized Users and will be responsible for activity occurring under Customer's account, including without limitation compliance with this Agreement. Customer agrees to use commercially reasonable efforts to prevent unauthorized access to, and/or use of the Services and notify PandaDoc in writing promptly, but no later than forty-eight (48) hours, of any unauthorized use of Customer's account and/or any other known breach of security. Customer agrees to receive marketing materials or other documentation from PandaDoc.

1.6 Notwithstanding anything herein to the contrary, PandaDoc reserves the right, without liability to the Customer, to disable or suspend the Customer's access to the Services in the event: (i) of any breach or anticipated breach of this Section 1; (ii) Customer or its Users use of the Services disrupts or poses a security risk to the Services or any other customer, may harm PandaDoc's systems, or any provider of any third-party services, or may subject PandaDoc or any third-party to liability; (iii) Customer or its authorized Users are using the Services for fraudulent or illegal activities; or (iv) PandaDoc's continued provision of any of the Services to the Customer is prohibited by applicable law.

1.7 If Customer receives access to the Services or Services features on a free or trial basis or as an alpha, beta or early access offering ("Trials and Betas"), use is permitted only for Customer's internal evaluation until the earlier of (i) the end of the free trial period for which Customer registered to use the applicable Service(s); (ii) the start date of any purchased subscriptions ordered by Customer for such Service(s); or (iii) termination by PandaDoc in its sole discretion. Trials and Betas are optional and either party may cease Trials and Betas at any time for any reason upon written notice. Trials and Betas may be inoperable, incomplete or include features that PandaDoc may never release, and their features and performance information are PandaDoc's Confidential Information. Notwithstanding anything herein to the contrary, whether Customer chooses to use the Trials and Betas is completely within Customer's control. If Customer chooses to use Trials and Betas, Customer understands and agree that Trials and Betas are made available on an "AS IS," and "AS AVAILABLE" basis and that PandaDoc provides no warranty, indemnity, SLA or support for Trials and Betas and its liability for Trials and Betas will not exceed US$50. PANDADOC DOES NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE TRIALS AND BETAS WILL

MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE TRIALS AND BETAS WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE USE OF THE TRIALS AND BETAS WILL BE ACCURATE.

2. Users

Customer and its Users are responsible for maintaining the security of their accounts, and Customer is fully responsible for all activities, damage and/or misconduct that occur under their account and by their Users. Customer represents and warrants that its Users of the Services will abide by the terms and conditions of this Agreement and Customer acknowledges and agrees that it shall be fully responsible for any User's breach of this Agreement. To obtain access to the Services, Customer shall provide each User of the Services a unique user ID. When registering a User, each User must provide accurate information, and must promptly update all registration information to keep it accurate, current and complete. Only the User associated with a particular user ID may use that user ID to access or use the Services. Customer may deactivate and reallocate logons or user IDs for the Services to different individual Users, as reasonable and necessary, from time to time. Customer is responsible for the management and administration of user IDs (and any associated passwords and access privileges) to or for the use of the Services, in accordance with this Agreement and subject to the approval of PandaDoc. Customer shall strictly maintain the confidentiality of all such user IDs and passwords, and Customer is solely responsible and liable for all transactions, activities, and other consequences resulting from its use or disclosure of such logons, user IDs and passwords. Customer shall promptly report to PandaDoc any breach of confidentiality with respect to such user IDs, passwords, or the Service, or any other problem with the Service, of which Customer becomes aware. In no event shall Customer allow the Services to be accessed or used by a third-party other than Customer and its authorized Users. PandaDoc reserves the right to refuse use and/or access of such Services by any individual party other than Customer and its authorized Users. Customer shall be liable for all acts and/or omissions of its Users that access and/or use the Service.

3. User Content

3.1 The content that Customer and/or its Users upload to the Website Services, including without limitation document layouts, source code, pictures, video and other images, audio materials, graphics, document or data files, information relating to natural and other persons, Personal Data or other similar term, messages, e-mail and other communications, files, texts, fonts, opinions, ideas, personalization settings and other information and/or content, is defined collectively as "User Content" and Customer shall be liable for the accuracy, quality, integrity and legality of such User Content and of the means by which its Users access and use the User Content. Customer hereby grants PandaDoc a worldwide, irrevocable, fully paid, non-exclusive right and license to reproduce, distribute and display the User Content as necessary to provide the Services, and allows PandaDoc to use Customer's name and logo for PandaDoc's marketing purposes. Customer represents and warrants that Customer owns all User Content or that Customer has permission from the rightful owner to use each of the elements of User Content, and that Customer has all rights necessary for PandaDoc to use the User Content in connection with the Services. Customer and its licensors retain title, all ownership rights, and all Intellectual Property (as defined in Section 4, in and to the User Content and reserves all rights not expressly granted to PandaDoc hereunder. Notwithstanding anything herein to the contrary, PandaDoc may process aggregated, anonymized data that cannot identify any person and that is derived from and/or created through the use of the Services by Customer and/or its Users.

3.2 Customer agrees that it will not knowingly upload any User Content that: (i) is unlawful or promotes unlawful activities; (ii) defames, harasses, abuses, threatens and/or incites violence towards any individual and/or group; (iii) is pornographic, discriminatory and/or otherwise victimizes and/or intimidates an individual and/or group on the basis of religion, gender, sexual orientation, race, ethnicity, age and/or disability; (iv) is spam, is machine-generated or randomly-generated, constitutes unauthorized and/or unsolicited advertising, chain letters, any other form of unauthorized solicitation, and/or any form of lottery and/or gambling; (v) contains and/or installs any viruses, worms, malware, Trojan horses, and/or other content that is designed and/or intended to disrupt, damage and/or limit the functioning of any software, hardware and/or telecommunications equipment and/or to damage or obtain unauthorized access to any data and/or other information of any third party; (vi) infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity and/or other rights; (vii) impersonates any person and/or entity, including any of PandaDoc's employees and/or representatives; (viii) contains payment card data, including credit or debit card data; and/or (ix) violates the privacy of any third party or PandaDoc employee and/or representative.

3.3 PandaDoc does not undertake to screen, review, edit, censor and/or otherwise filter and/or control User Content. However, PandaDoc may, but shall not be obliged to, review, either by manual or automated means, all User Content which is or may be uploaded on this site and monitor and/or review any areas of this site where Users transmit and/or post communications and/or communicate with each other and/or PandaDoc (as applicable). PandaDoc retains the right (but disclaims any obligation) to reject, not post, not use, remove, amend, deny access to and/or delete any User Content, without notification, which breaches this Agreement. Such retained right shall be interpreted as coming under Customer's documented instruction for the processing of Personal Data. PandaDoc retains the right to co-operate with any law enforcement authorities, or in response to court and other official requests directing that PandaDoc disclose the identity of anyone posting User Content.

3.4 Customer acknowledges and agrees that PandaDoc utilizes third-party service providers to host and provide the Services and store User Content and the protection of such User Content will be in accordance with that third-party's safeguards for the protection of the security, confidentiality, and integrity of the User's data. Customer is responsible for properly configuring and using the Services, and taking appropriate steps to maintain security, protection, and backup of any User Content. PandaDoc is not responsible for any unauthorized access to, alteration of, and/or the deletion, destruction, damage, loss and/or failure to store any of, User Content and/or other information that Customer and/or its Users submits and/or uses in connection with the Services (including without limitation as a result of Customer errors, acts or omissions).

4. Ownership

PandaDoc retains rights, title, interest and ownership of, and all Intellectual Property and proprietary rights with respect to the Services, and any other materials provided or made available to Customer by PandaDoc hereunder. "Intellectual Property" means all intellectual property including without limitation all patents, inventions, trademarks, service marks, service name, trade names and trade dress, copyrights and copyrightable works, trade secrets, know-how, design rights, database rights, and any other intellectual property or proprietary right in any jurisdiction, including any and all applications, registrations and rights of registration, reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions with respect thereto, any causes of action related to any violation, infringement or misappropriation thereof, and any income, royalties, damages and payments due or payable with respect thereto. Except for the rights expressly granted to Customer in this Agreement, all such Services and other materials that are provided or made available, all modifications, compilations, and derivative works thereof, and all Intellectual Property and proprietary rights pertaining thereto, are and shall remain the property of PandaDoc and its respective licensors. Notwithstanding the foregoing, Customer may submit comments, questions, ideas or other information to PandaDoc related to its Services ("Feedback"). PandaDoc may in connection with any of its Services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction (and to the extent any rights of ownership in any such materials, works and/or rights might, for any reason, otherwise vest in Customer, Customer hereby assigns such ownership rights to PandaDoc).

5. Disclaimer of Liability

5.1 PandaDoc disclaims all liability relating to any User Content, including any error, virus, defamation, libel, obscenity and/or inaccuracy contained in any User Content, whether or not arising under the laws of copyright, libel, privacy and/or otherwise. PandaDoc disclaims all liability for unauthorized use (by other users) of User Content, and disclaims (without limitation) all liability for use of User Content which infringes any copyright, trademark rights and/or other intellectual property rights of any other user and/or person. Customer is solely responsible for any damage resulting from use (or submission) of any User Content to the Website Services (including disputes and incidents described in the preceding sections) and related transactions or occurrences. PandaDoc shall have no responsibility for unauthorized access to Customer or any User account, or automatic forwarding of messages and/or viruses (caused by viruses or otherwise).

5.2 PandaDoc subscription plans include unlimited document generation and document electronic signatures by Users through the user interface (non-programmatic) as part of Customer's plan subscription. PandaDoc encourages customers to make full use of features and electronic signature services in order to understand how PandaDoc can benefit their business. However, PandaDoc reserves the right to prevent or stop Customer or its User(s) use of the Services that exceeds the programmatic account plan features usage allowance included in their account plan, or that appears to be abusive, puts the platform at risk or is unduly burdensome to the PandaDoc platform. Programmatic account plan features include, without limitation, API, bulk send, template embed, eForms, document

automations, and some integrations such as Zapier. For more information on how this policy applies to Customer's service plan, please contact customer support.

5.3 The Services may integrate with and/or provide links to various other independent third-party products and/or services ("Linked Sites") that may be of interest to Customer and are for Customer's convenience only. PandaDoc does not control and/or endorse such Linked Sites and is neither responsible for their content nor is responsible for the accuracy and/or reliability of any information, data, opinions, advice and/or statements contained within such Linked Sites. Customer will need to make its own independent judgment regarding Customer's interaction with Linked Sites at Customer's own risk. PandaDoc encourages Customer to be aware when a User leaves the Services and to read the terms and conditions and privacy policy of each Linked Site that a User visits. PandaDoc reserves the right to terminate any link and/or linking program at any time in its sole and absolute discretion. PandaDoc disclaims all warranties, express and implied, as to the accuracy, validity, and legality and/or otherwise of any materials and/or information contained on such Linked Sites.

6. Fees

6.1 In consideration of the performance of the Services, Customer agrees to pay PandaDoc the fees set forth in the applicable Proposal in accordance with the terms and conditions set forth in the applicable Proposal, and all fees for any applicable add-on services (such as payments and Onboarding and Implementation Services), as Customer may elect to use from time to time ("Fees"). All additional licenses and add-on services (as defined in the Proposal) added during the Proposal term will be added for the remainder of the Proposal term on an annualized pro-rata basis. "Fees" are exclusive of taxes, levies and duties ("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. Any unused portions of volume-based purchases (e.g. API services) shall expire at the Contract End Date (as defined in the Proposal) and shall not roll over into subsequent contract years. 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. PandaDoc reserves the right to change the Fees and/or applicable charges at the conclusion of the Initial Term and in advance of the renewal coming into effect.

Exceptions: Customer shall bear no responsibility for taxes based on PandaDoc's net income, assets, payroll, property and employment, to include PandaDoc's own status as an Independent Contactor under section 12.7.

6.2 Customer shall pay PandaDoc for the Fees and applicable taxes due hereunder via check, wire transfer, ACH, or credit card. If Customer elects to pay via credit card, Fees and taxes shall be deducted from a credit card account designated by Customer. In such event, Customer authorizes PandaDoc to automatically charge the credit card account for the Fees and taxes in advance or as otherwise agreed to by the parties in writing without any further authorization from Customer. Customer acknowledges that the authorization will remain in effect until Customer cancels such authorization by providing written notice to PandaDoc. If Customer's credit card account on file is closed or the account information is changed, or if, for any reason, a charge is rejected, Customer shall immediately update Customer's credit card account or supply a new payment account, as appropriate. If Customer is unable to update its credit card account with appropriate information, then PandaDoc will send an invoice to Customer detailing the amount due. Customer must pay the amount due in full within seven (7) days after the date of the invoice. Customer agrees to notify PandaDoc in writing of any changes to Customer's account information or termination of its authorization at least thirty (30) days prior to the next billing date. In the event payment dates fall on a weekend or holiday, Customer understands that the payments may be executed on the next business day.

6.3 PandaDoc may, without liability to Customer, disable the password, account, and/or access to all or part of the Services if any Fees and applicable taxes are not paid within forty-five (45) days of such Fees and taxes first becoming due and payable under this Agreement. Unpaid amounts are subject to a late charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Services. In the event of the foregoing, PandaDoc shall not be obligated to provide any or all of the Services until such Fees and applicable taxes are paid in full.

6.4 Dispute Process.

i. If Customer has a bona fide dispute in relation to any portion of the Fees invoiced, Customer must pay all invoiced Fees and taxes and shall provide notice to PandaDoc in writing within thirty (30) days from the date of the invoice. Such notice shall set forth the details surrounding the dispute. The parties shall discuss the disputed Fees within five (5) calendar days of the date of the notice.

ii. When the dispute is resolved, (a) if a payment is owed to PandaDoc, such payment shall be made within ten (10) business days of the resolution of such dispute or (b) if an amount is owed to Customer, PandaDoc, in its sole discretion, shall either: (i) credit such amount to Customer's account within twenty (20) calendar days of the resolution of such dispute (or within such other timeframe as mutually agreed upon by the parties in writing); or (ii) apply a pro-rated credit amount to Customer's account for the remainder of the then-current term.

iii. For avoidance of doubt, all negotiations pursuant to this Subsection 6.4 shall be treated as confidential compromise and settlement negotiations. Nothing said or disclosed, nor any document produced, in the course of such negotiations which is not otherwise independently discoverable shall be disclosed to any third party nor offered or received as evidence or used for impeachment or for any other purpose in any current or future arbitration or litigation.

iv. Customer waives the right to dispute any Fees not disputed within thirty (30) calendar days after the date of the applicable invoice.

7. NO LEGAL ADVICE; ELECTRONIC COMMUNICATION

7.1 No legal advice. The Services do not provide legal advice and PandaDoc is not a law firm. Part of the Services may involve the making of contracts, and/or other legal relations and although PandaDoc attempts to make sure information is accurate and useful, PandaDoc recommends that Customer consults with a lawyer if legal advice is required. PandaDoc does not offer any legal advice, legal opinions, recommendations, referrals, and/or counseling. PandaDoc is not involved in agreements between Customer and other users or recipients.

7.2 Local Laws. The use of the Services may be governed by the laws of different countries or regions, and Customer agree to abide by such local laws. Customer agrees that Customer's use of any electronic signatures will be as valid as any manual signatures, if authorized by local law, and Customer, not PandaDoc, will ensure that Customer's use of electronic signatures is in conformance with local laws and regulations.

7.3 Electronic Communications. By using the Services, Customer agree to receive certain communications in connection with the Services. The communications between Customer and PandaDoc use electronic means, whether Customer uses the Services or send PandaDoc emails, text messages, or whether PandaDoc posts notices on the Services or communicates with Customer via email. For contractual purposes, Customer: (i) consents to receive communications from PandaDoc in an electronic form; and (ii) agrees that all terms and conditions, agreements, notices, disclosures, and other communications that PandaDoc provides to Customer electronically satisfy any legal requirement that such communications would satisfy if it were to be a hardcopy in writing. Customer agrees that texts, messages may be generated by automatic telephone dialing systems. Standard text messaging charges applied by Customer's cell phone carrier will apply to text messages that are sent from PandaDoc. IF CUSTOMER WISHES TO OPT OUT OF PROMOTIONAL EMAILS, CUSTOMER CAN UNSUBSCRIBE FROM PANDADOC'S PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF CUSTOMER WISHES TO OPT OUT OF PROMOTIONAL TEXTS, CUSTOMER MAY TEXT "STOP" FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. CUSTOMER ACKNOWLEDGES THAT CUSTOMER IS NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS AS A CONDITION OF USING THE SERVICES. HOWEVER, CUSTOMER ACKNOWLEDGES THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT CUSTOMER'S USE OF THE SERVICES. THE FOREGOING DOES NOT AFFECT CUSTOMER'S NON-WAIVABLE RIGHTS.

8. Disclaimer of Warranties and Limitation of Liability

8.1 CUSTOMER'S USE OF THE SERVICES AND ANY DOCUMENTATION IS AT ITS SOLE RISK. THE SERVICES, MATERIALS AND DOCUMENTATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. PANDADOC AND ITS SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. PANDADOC DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF THE SERVICES OR DOCUMENTATION. ANY MATERIAL THAT CUSTOMER AND/OR ITS USERS ACCESS AND/OR OBTAINS

THROUGH THE SERVICES IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTERS OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH THE SERVICES. PANDADOC DOES NOT REPRESENT, WARRANT, OR COVENANT THAT THE SERVICES AND DOCUMENTATION WILL BE AVAILABLE WITHOUT INTERRUPTION OR TOTALLY ERROR-FREE, OR THAT ALL DEFECTS (INCLUDING, BUT NOT LIMITED TO, MINOR OR COSMETIC DEFECTS THAT DO NOT SIGNIFICANTLY AND ADVERSELY AFFECT FUNCTIONALITY OR FEATURES) WILL BE CORRECTED. SOME STATES MAY PROHIBIT A DISCLAIMER OF WARRANTIES AND CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT AND/OR ANY PROPOSAL, PANDADOC AND ITS SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE AND/OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF PANDADOC HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM USE OF THE SERVICES AND/OR DOCUMENTATION. UNDER NO CIRCUMSTANCES WILL PANDADOC OR ITS SUPPLIERS AND LICENSORS TOTAL AND CUMULATIVE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF AND/OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNTS, IF ANY, THAT CUSTOMER HAS PAID TO PANDADOC IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM (THE "LIABILITY CAP"). THIS SECTION IS FUNDAMENTAL AND THE SPECIFIC REQUIREMENTS HEREIN SHALL BE CONSIDERED THE BASIS OF THE BARGAIN BETWEEN CUSTOMER AND PANDADOC, AND PANDADOC WOULD NOT BE ABLE TO PROVIDE THE SERVICES OR PERFORM ITS OBLIGATIONS SET FORTH HEREIN WITHOUT CUSTOMER'S AGREEMENT TO SUCH TERMS.

8.3 Exclusions. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU BUT SHALL INSTEAD APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

9. Indemnity

Customer will indemnify, defend and hold PandaDoc, and its respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from and against any costs, damages, expenses, losses, damages, demands and expenses, including reasonable attorney fees, and liabilities arising out of, and/or relating to, any claim ("Claim") arising out of or related to: (i) Customer's and its User's acts and/or omissions; (ii) Customer's and its Users use of the Services; (iii) Customer's and its User's use of the Services in a manner that violates any applicable privacy law(s); and/or (iv) PandaDoc's use of the User Content constituting infringement, violation, trespass, contravention or breach of any patent, copyright, trademark, license or other property and/or proprietary right of PandaDoc or any third party, and/or constitutes the unauthorized use and/or misappropriation of any trade secret of PandaDoc or any third party. PandaDoc reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer, in which event Customer will assist and cooperate with PandaDoc in asserting any available defenses. Customer agrees not to settle any matter without the prior written consent of PandaDoc.

10. Term and Termination

10.1 Agreement Term. The term ("Term") of this Agreement shall commence on the Effective Date for a period of one (1) year ("Initial Term"), unless otherwise terminated in accordance with this Section 10, and will continue in effect so long as PandaDoc is providing Services to Customer pursuant to an applicable Proposal. Customer may request to make changes to their annual payments (i.e., reduction of plan and/or Users, removal of add-ons, etc.) at least thirty (30) days prior to the expiration of the then current Term.

10.2 Proposal Term. The term of the applicable Proposal shall commence on the last date the applicable Proposal is signed by the parties and continue thereafter until terminated in accordance with the terms and conditions set forth therein or herein or until the term of the Proposal expires, whichever is earlier.

10.3 Termination for Breach. If a party materially breaches this Agreement and/or any Proposal (the "Defaulting Party"), and the Defaulting Party does not cure such breach within thirty (30) calendar days after its receipt of written notice of material breach, the non-defaulting party may terminate this Agreement and/or the Proposal upon written notice to the Defaulting Party. Termination of Proposal and/or this Agreement will be without prejudice to any other rights and remedies that the non-defaulting party may have under this Agreement or at law or in equity.

10.4 Termination for Insolvency. Either party may terminate this Agreement and/or Proposal in the event the other party becomes Insolvent. For purposes of this Subsection 10.4, “Insolvent” or “Insolvency” 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.

10.5 Termination for Dissolution. Either party may terminate this Agreement and/or Proposal effective immediately upon written notice to the other party if the other party ceases to do business, or otherwise terminates its business operations without a successor.

10.6 Upon termination pursuant to this Section 10, Customer will pay all outstanding fees, taxes, charges and expenses owed through the Term of this Agreement and/or the applicable Proposal as if such Agreement and/or Proposal had not been terminated. For the avoidance of doubt, any pre-paid fees and taxes are non-refundable.

11. Confidentiality

11.1 “Confidential Information” means any non-public data, information and other materials regarding the products, software, services, customer list, or business of a party (and/or, if either party is bound to protect the confidentiality of any third party’s information, of a third party) provided to the other party where such information is marked or otherwise communicated as being “proprietary” or “confidential” or the like, or where such information should, by its nature, be reasonably understood to be confidential and/or proprietary. For clarification purposes, ‘Confidential Information includes ‘Personal Data,’ Personally Identifiable Information, Personal Information or similar term as defined under applicable data protection law. Without limiting the foregoing, the Software and any performance data, benchmark results, and technical information relating thereto, the Documentation, PandaDoc’s pricing information and the terms and conditions of this Agreement (but not its existence) shall be deemed the Confidential Information of PandaDoc. The party disclosing Confidential Information shall be referred to herein as the “Disclosing Party” and the party receiving Confidential Information shall be referred to herein as the “Receiving Party.”

11.2 Notwithstanding the foregoing, Confidential Information shall not include information which:

i. is already or becomes known to the Receiving Party prior to disclosure by the Disclosing Party or independently of the Receiving Party’s knowledge of the Confidential Information and is not subject to an obligation of confidentiality;

ii. is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information;

iii. is rightfully obtained by the Receiving Party without breach of this Agreement and/or from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or

iv. was lawfully and demonstrably in the possession of the Receiving Party without an obligation of confidentiality and without use of or reference to the Disclosing Party’s Confidential Information.

11.3 The Receiving Party agrees 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, including through dissemination to its officers, directors, employees, agents, affiliates, and subcontractors (and their employees) (collectively “Representatives”) who have a need to know such Confidential Information and who are bound in writing to confidentiality obligation at least as protective as those herein. The Receiving Party will cause such Representatives to comply with this Agreement and will assume full responsibility for any failure to comply with the terms of this Agreement. The Receiving Party will not transfer or disclose any Confidential Information to any third party without the Disclosing Party’s prior written consent and without such third party having a contractual obligation (consistent with this Section 11) to protect and keep such Confidential Information confidential. The Receiving Party agrees to treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care.

Notwithstanding the foregoing, a party may disclose information concerning this Agreement and the transactions contemplated under this Agreement, including providing a copy of this Agreement, to any or all of the following: (i) potential acquirers, merger partners, investors and their personnel, attorneys, auditors and investment bankers, solely in connection with the due diligence review of such party by persons and provided that the disclosures are made in confidence; (ii) the party's outside accounting firm; or (iii) the party's outside legal counsel.

11.4 If the Receiving Party is requested or required to disclose any of the Disclosing Party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the Receiving Party will, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Disclosing Party is not successful in obtaining a protective order or other appropriate remedy and the Receiving Party is legally compelled to disclose such Confidential Information, or if the Disclosing Party waives compliance with the provisions of this Agreement in writing, the Receiving Party may disclose, without liability hereunder, such Confidential Information solely to the extent necessary to comply with the Legal Requirement.

11.5 Insofar as User Content constitutes Personal Data (or any related term) under applicable data protection law, Receiving Party shall, taking into account the nature of the processing, assist Disclosing Party by 1) implementing appropriate technical and organizational measures (as is possible), 2) ensuring its compliance with legal obligations, and 3) make all information necessary to demonstrate lawful compliance available to Receiving Party.

11.6 The parties agree that ownership of any Confidential Information (including, without limitation, all Intellectual Property rights) in and to any materials owned by the other party shall remain exclusively with that party, and nothing in this Agreement shall imply that any right or license in respect of such Intellectual Property is being granted to the other party.

11.7 Upon termination or expiration of this Agreement and upon the Disclosing Party's written request, the Receiving Party will return to the Disclosing Party all copies of Confidential Information already in the Receiving Party's possession or within its control. Notwithstanding the foregoing, the Receiving Party shall be entitled to keep copies of any records it is required to retain by law or regulation, and/or copies retained as part of the Receiving Party's backup or record retention process, such as this Agreement, the proposal, and due diligence information provided by the Disclosing Party, which shall remain subject to the confidentiality terms set forth herein. Alternatively, with Disclosing Party's prior written consent, the Receiving Party may destroy such Confidential Information; provided that the Confidential Information is: (i) destroyed in accordance with applicable law, rule or regulation; and (ii) is rendered unreadable, undecipherable and otherwise incapable of reconstruction, in which case an officer of the Receiving Party will certify in writing to the Disclosing Party that all such Confidential Information has been so destroyed. The obligations with respect to Confidential Information, as set forth in this Section 11, shall continue in force and effect for a period of five (5) years after termination or expiration of this Agreement. Notwithstanding the foregoing, Confidential Information that constitutes a trade secret of the Disclosing Party will be subject to the terms of this Agreement for as long as such information remains a trade secret under applicable law.

11.8 Each party acknowledges that a breach of this Section 11 may result in irreparable and continuing damage to the Disclosing Party for which monetary damages may not be sufficient, and each party agrees that the Disclosing Party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction. The terms of this Section 11 shall survive the expiration or termination of this Agreement.

12. Miscellaneous

12.1 This Agreement constitutes the entire agreement between PandaDoc and Customer concerning the subject matter hereof, and once fully executed, may only be modified by a written amendment signed by an authorized executive of each party. All attached exhibits, Proposals and the Data Processing Agreement, as applicable, are incorporated into and made a part of this Agreement. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force or effect.

12.2 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. The Agreement will be interpreted, construed, and enforced in all respects in accordance with the following laws based on the address of Customer reflected on the Agreement.

i. United Kingdom, a Member State of the European Economic Area, or Switzerland. The Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) 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 dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims). The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to the Agreement.

ii. For all other locations. Except to the extent applicable law, if any, provides otherwise, this Agreement and any access to or use of the Website Services will be governed by the laws of the State of Delaware, U.S.A., excluding its conflict of law provisions. Except for claims for injunctive or equitable relief or claims regarding Intellectual Property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") by three arbitrators appointed in accordance with such rules. The arbitration shall take place in the State of Delaware, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

12.3 Customer may not assign or transfer this Agreement or any of Customer's rights or obligations hereunder to any other party without PandaDoc's express written consent; PandaDoc may assign its rights under this Agreement without condition. This Agreement will be binding upon and will inure to the benefit of the parties' successors and permitted assigns.

12.4 The parties agree that a material breach of this Agreement adversely affecting PandaDoc's Intellectual Property rights in the Website Services, the Services, or its Confidential Information may cause irreparable injury to PandaDoc for which monetary damages would not be an adequate remedy and the non-breaching party shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.

12.5 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. No waiver by either Customer and/or PandaDoc of any breach and/or default and/or failure to exercise any right allowed under this Agreement is a waiver of any preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under this Agreement.

12.6 It is understood and agreed that the relationship of PandaDoc to Customer is and shall continue to be that of an independent contractor and neither PandaDoc nor any of PandaDoc's employees shall be entitled to receive Customer employee benefits. Customer's Users shall not be considered employees of PandaDoc, shall not be entitled to any benefits that PandaDoc grants its employees and shall have no authority to act or purport to act on PandaDoc's behalf. If any federal, state or local government agency, any court or any other applicable entity determines that any such Users of Customer is an employee of PandaDoc for any purpose, Customer shall indemnify, defend and hold harmless PandaDoc, its officers and directors from all liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) associated with such determination. Nothing in this Agreement will be construed to create an agency or employment relationship between Customer and PandaDoc for any purpose or create obligations of such party to third parties. As an independent contractor, PandaDoc agrees to be responsible for the payment of related taxes and withholdings specified by law.

12.7 All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when: (i) delivered personally; or (ii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE CUSTOMER:	IF TO PANDADOC:

To the address Customer provided when signing up for the Services.	Legal Department PandaDoc, Inc. Attn: Legal Dept. 3739 Balboa St. #1083 San Francisco, CA 94121 With a copy to: legal@pandadoc.com

12.8 Any provision of this Agreement and Proposal which, by its nature, would survive termination of this Agreement and Proposal will survive any such termination of this Agreement and/or Proposal.

12.9 Notwithstanding any other provision of this Agreement and/or any Proposal 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"). In the event of a Force Majeure Event, the parties agree to meet and discuss how to resolve the issue. Either party may terminate this Agreement and the applicable Proposals by giving the other party written notice if the other party fails to perform those obligations for three (3) continuous months due to such Force Majeure Event. This Subsection 12.9 does not apply to Section 11, or any obligation to pay money, or any obligation that is unaffected by the Force Majeure Event.

12.10 PandaDoc and Customer have negotiated this Agreement and each party's legal counsel has had the opportunity to review this Agreement. PandaDoc and Customer agree that any rule of construction or interpretation requiring resolution of any ambiguities in this Agreement against the drafting party will not apply in the construction or interpretation of this Agreement.

12.11 Customer acknowledges and agrees that the Services provided by PandaDoc are not exclusive to Customer and that PandaDoc may provide such Services to other entities.

12.12 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.