



MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY CLICKING A BOX INDICATING YOUR ACCEPTANCE; BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT; OR, FOR FREE SERVICES, BY USING SUCH SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Floify Services are operated by Floify LLC ("Floify"). The Services are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained in this Agreement. By using the Services you agree to be bound by this Agreement. Floify provides the Services in accordance with this Agreement. Please read this Agreement carefully, and keep a copy of it for your reference.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on 2018 May 4. It is effective between You and Us as of the date of You accepting this Agreement.

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1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Agreement**” means this Master Subscription Agreement.

“**Content**” means information obtained by Floify from publicly available sources or third party content providers and made available to You through the Services or pursuant to an Order Form, as more fully described in the Documentation.

“**Documentation**” means the applicable Services’ documentation, and its usage guides and policies, as updated from time to time, accessible via help.floify.com or login to the applicable Service.

“**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses.

“**Marketplace**” means an online directory, catalog, or marketplace of applications and integrations that interoperate with the Services, including, for example, the DocuSign integration for Floify.

“**Non-Floify Application**” means a Web-based, mobile, offline, or other software process or functionality that is provided by You or a third party and interoperates with a Service, including, for example, an application that is developed by or for You or is listed on a Marketplace.

“**Order Form**” means an ordering document, online order, any written request, or any verbal request provided by You specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

“**Free Services**” means Services that Floify makes available to You free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

“**Purchased Services**” means Services that You or Your Affiliate purchase under an Order Form, as distinguished from Free Services or those provided pursuant to a free trial.

“**Services**” means the products and services that are ordered by You under an Order Form or provided to You free of charge (as applicable) or under a free trial, and made available online by Us, including associated Floify offline or mobile components, as described in the Documentation.

“Services” exclude Content and Non-Floify Applications.

“**User**” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by You to use a Service, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and to whom You (or, when applicable, We at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Your employees, consultants, contractors, and agents, and third parties with which You transact business.



“We,” “Us” or “Our” means Floify LLC.

“You” or “Your” means, in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity which have entered into Order Forms.

“Your Data” means electronic data and information submitted by or for You to the Services, excluding Content and Non-Floify Applications, and any Non-Floify Applications and program code created by or for You using a Service or for use by You with the Services.

2. FREE TRIAL AND FREE SERVICES

2.1 Free Trial. If You register on Our website for a free trial, We will make one or more Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by You for such Service(s), or (c) termination by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE APPLICABLE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF YOU PURCHASE A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, YOU MUST EXPORT YOUR DATA BEFORE THE END OF THE TRIAL PERIOD OR YOUR DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING SECTIONS 9 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS) AND 10.1 (INDEMNIFICATION BY US), DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND FLOIFY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD. WITHOUT LIMITING THE FOREGOING, FLOIFY AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 11.1 (LIMITATION OF LIABILITY), YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO FLOIFY AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY YOU OF THIS AGREEMENT AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

Please review the applicable Service’s Documentation during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.



2.2 Free Services. Floify may make Free Services available to You. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this Section 2.2 (Free Services) and any other portion of this Agreement, this section shall control. Please note that Free Services are provided to you without charge up to certain limits as described in the Documentation. Usage over these limits requires your purchase of additional resources or services. You agree that Floify, in its sole discretion and for any or no reason, may terminate your access to the Free Services or any part thereof. You agree that any termination of your access to the Free Services may be without prior notice, and you agree that Floify will not be liable to you or any third party for such termination. You are solely responsible for exporting Your Data from the Free Services prior to termination of Your access to the Free Services for any reason, provided that if We terminate your account, except as required by law We will provide you a reasonable opportunity to retrieve Your Data.

NOTWITHSTANDING SECTIONS 9 (REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS) AND 10.1 (INDEMNIFICATION BY US), THE FREE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND FLOIFY SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THE FREE SERVICES. WITHOUT LIMITING THE FOREGOING, FLOIFY AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE FREE SERVICES WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 11.1 (LIMITATION OF LIABILITY), YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO FLOIFY AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE FREE SERVICES, ANY BREACH BY YOU OF THIS AGREEMENT AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. OUR RESPONSIBILITIES

3.1. Provision of Purchased Services. We will (a) make the Services and Content available to You pursuant to this Agreement and any applicable Order Forms, (b) provide applicable Floify standard support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-Floify Application, or denial of service attack.

3.2. Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Purchased Services and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing.

3.3. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.



4. USE OF SERVICES AND CONTENT

4.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

4.2 Usage Limits. Services and Content are subject to usage limits, including, for example, the quantities specified in Order Forms and Documentation. Unless otherwise specified, (a) a quantity in an Order Form refers to Users, and the Service or Content may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) except as set forth in an Order Form, a User identification may only be reassigned to a new individual replacing one who will no longer use the Service or Content. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 6.2 (Invoicing and Payment).

4.3 Your Responsibilities. You will (a) be responsible for Users' compliance with this Agreement, Documentation, and Order Forms, (b) be responsible for the accuracy, quality, and legality of Your Data, the means by which You acquired Your Data and Your use of Your Data with Our Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Us promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms, and applicable laws and government regulations, and (e) comply with terms of service of any Non-Floify Applications with which You use Services or Content.

4.4 Usage Restrictions. You will not (a) make any Service or Content available to anyone other than Users, or use any Service or Content for the benefit of, anyone other than You, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent, or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-Floify Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-Floify Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Content in a way that circumvents a contractual usage limit, or use of any of Our Services to access or use any of Our intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, or (k) disassemble, reverse engineer, or decompile a Service or Content, or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service or (4) determine whether the Services are within the scope of any patent. Any use of the Services in



breach of this Agreement, Documentation, or Order Forms, by You or Users that in Our judgment threatens the security, integrity, or availability of Our services, may result in Our immediate suspension of the Services, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

4.5 Removal of Content and Non-Floify Applications. If We are required by a licensor to remove Content, or receive information that Content provided to You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly remove such Content from Your systems. If We receive information that a Non-Floify Application hosted on a Service by You may violate applicable law or third-party rights, We may so notify You and in such event You will promptly disable such Non-Floify Application or modify the Non-Floify Application to resolve the potential violation. If You do not take required action in accordance with the above, We may disable the applicable Content, Service, and/or Non-Floify Application until the potential violation is resolved.

5. NON-FLOIFY PROVIDERS

5.1. We or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-Floify Applications and implementation and other consulting services. Any acquisition by You of such products or services, which shall be at Your expense, and any exchange of data between You and any Non-Floify provider, product or service is solely between You and the applicable Non-Floify provider. We do not warrant or support Non-Floify Applications or other Non-Floify products or services, whether or not they are designated by Us as “certified” or otherwise.

5.2. Non-Floify Applications and Your Data. If You choose to use a Non-Floify Application with a Service, You grant Us permission to allow the Non-Floify Application and its provider to access Your Data as required for the interoperation of that Non-Floify Application with the Service. We are not responsible for any disclosure, modification, or deletion of Your Data resulting from access by such Non-Floify Application or its provider.

5.3. Interoperation with Non-Floify Applications. The Services may contain features designed to interoperate with Non-Floify Applications. To use such features, You may be required to obtain access to such Non-Floify Applications from their providers, and may be required to grant Us access to Your account(s) on such Non-Floify Applications. We cannot guarantee the continued availability of such Service features, and may cease providing them without entitling You to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Floify Application ceases to make the Non-Floify Application available for interoperation with the corresponding Service features in a manner acceptable to Us.

6. FEES AND PAYMENT FOR PURCHASED SERVICES

6.1. Fees. You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

6.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 12.2 (Term of Purchased Subscriptions). Such charges shall be made in advance, either



annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

6.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 6.2 (Invoicing and Payment).

6.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. Other than for customers paying by credit card or direct debit whose payment has been declined, We will give You at least 10 days' prior notice that Your account is overdue, in accordance with Section 13.2 (Communications) for billing notices, before suspending services to You.

6.5. Payment Disputes. We will not exercise Our rights under Section 6.3 (Overdue Charges) or 6.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.6. Taxes. Our fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 6.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property, and employees.

6.7. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

7. PROPRIETARY RIGHTS AND LICENSES

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our Affiliates, Our licensors and Content Providers reserve all of Our/their right, title, and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2. Access to and Use of Content. You have the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement, and the Documentation.

7.3. License to Host Your Data and Applications. You grant Us, Our Affiliates, and applicable contractors a worldwide, limited-term license to host, copy, display and use any Non-Flōify



Applications and program code created by or for You using a Service or for use by You with the Services, and Your Data, each as reasonably necessary for Us to provide, and ensure proper operation of, our Services and associated systems in accordance with this Agreement. Subject to the limited licenses granted herein, We acquire no right, title, or interest from You or Your licensors under this Agreement in or to any of Your Data, Non-Floify Application, or such program code.

7.4. License to Use Feedback. You grant to Us and Our Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our and/or Our Affiliates' services any suggestion, enhancement request, recommendation, correction, or other feedback provided by You or Users relating to the operation of Our or Our Affiliates' services.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services and Content; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this “Confidentiality” section. Notwithstanding the foregoing, We may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-Floify Application Provider to the extent necessary to perform Our obligations to You under this Agreement, under terms of confidentiality materially as protective as set forth herein.

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



9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2. Our Warranties. We warrant that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-Floify Applications" section above, We will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Your exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

9.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Us. We will defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "**Claim Against You**"), and will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a settlement approved by Us in writing of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Our warranties under "Floify Warranties" above, (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that our Services are the basis of the Claim Against You; (2) a Claim Against You arises from the use or combination of our Services or any part thereof with software, hardware, data, or processes not provided by Us, if our Services or use thereof would not infringe without such combination; (3) a Claim Against You arises from Services under an Order Form for which there is no charge; (4) a Claim against You is based on traditional online storefront commerce functionality that is or was in general use in the industry; or (5) a Claim Against You arises from Content, a Non-Floify Application or Your use of the Services in violation of this Agreement, the Documentation or applicable Order Forms.



10.2. Indemnification by You. You will defend Us and Our Affiliates against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that (a) any of Your Data or Your use of Your Data with Our Services, (b) a Non-Floify Application provided by You, or (c) the combination of a Non-Floify Application provided by You and used with Our Services, infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

10.3. Exclusive Remedy. This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 10.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated.

12.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in



which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

12.3. Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 12.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 12.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.5 Your Data Portability and Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation. After such 30-day period, We will have no obligation to maintain or provide any Your Data, and as provided in the Documentation will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.

12.6. Surviving Provisions. The sections titled "Free Services," "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Your Data Portability and Deletion," "Removal of Content and Non-Floify Applications," "Surviving Provisions", and "General Provisions" will survive any termination or expiration of this Agreement.

13. WHOM YOU ARE CONTRACTING WITH, COMMUNICATIONS, GOVERNING LAW, AND JURISDICTION

13.1. General. You are contracting with Floify LLC, a Colorado company in the United States of America; You should direct notices under this Agreement to 1630A 30th Street #120, Boulder, Colorado 80301, United States; Colorado and controlling United States federal law will apply in any dispute or lawsuit arising out of or in connection with this Agreement; and Boulder County, Colorado courts have exclusive jurisdiction over any such dispute or lawsuit.

13.2. Communications. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("**Legal Notices**"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related and all other notices to You will be addressed to You. Each party may disclose the existence of this Agreement. Neither party may disclose the terms and conditions of this Agreement. Each party agrees not to make any communication to any third party that is reasonably likely to disparage, create a negative impression of, or in any way be harmful to the business or business reputation of the other party.

13.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.



13.4. No Agency. For the avoidance of doubt, We are entering into this Agreement as principal and not as agent for any other Floify LLC company. Subject to any permitted Assignment under Section 14.4, the obligations owed by Us under this Agreement shall be owed to You solely by Us and the obligations owed by You under this Agreement shall be owed solely to Us.

14. GENERAL PROVISIONS

14.1. Export Compliance. The Services, Content, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service or Content in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any U.S. export law or regulation.

14.2. Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@floify.com.

14.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment, or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.

14.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees allocable to the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

14.6. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

14.7. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.



14.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

14.9. General.

You will be able to connect your Floify account to Non-Floify services. By connecting your Floify account to a third party service, you acknowledge and agree that you are consenting to the continuous release of information about you to that Non-Floify party in accordance with your privacy settings with those Non-Floify services and the terms of service of those Non-Floify parties. If you do not want information about you to be shared in this manner, do not use these features. You may disconnect your account from Non-Floify services at any time.

Floify encourages you to review the terms of service and privacy policies of any third-party service you connect to your Floify account so that you can understand how those services collect, use, share, and protect your information. Floify is not responsible for the terms of service, privacy policies, or other content on or of Non-Floify services.

Floify is a document workflow management system

Floify is an online document workflow management system used by borrowers and loan originators. The Services include features for uploading, downloading, and managing documents and information related to obtaining a loan. This Agreement applies to all users, including but not limited to borrowers, loan originators, real estate agents, referral partners, Floify partners, and software developers.

Privacy

Your use of the Services is subject to Floify's Privacy Policy, incorporated here by reference from <https://floify.com/terms>. Please review our Privacy Policy.

If you are under 18, you may use the Services only with permission of a parent or guardian. If you are under the age of 13 you cannot use the Services. Floify does not knowingly collect, either online or offline, personal information from persons under the age of 13. Always use caution when giving out any personally identifying information about yourself or your children.

Electronic Communications

You consent to receive electronic communications and You agree that all agreements, notices, disclosures, and other communications that We provide to you electronically, via email and through the Services, satisfy any legal requirement that such communications be in writing. These communications are considered part of the Services. You cannot opt out of receiving these communications. Notices to you may be made via either email or other electronic means.

Registration of Account

In order to use the Services, you must have a valid Floify account (an "Account"). To establish an Account, you must provide Floify with a valid email address, a password, and other information. You may update your email address or password at any time. You are responsible for maintaining the confidentiality of your Account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur through your Account. You may not assign or otherwise transfer your account to any other person or entity.



You acknowledge that Floify is not responsible for third party access to your Account that results from theft or misappropriation of your Account. You agree to immediately notify Floify of any unauthorized use of your Account or any other breach of security, and ensure that you exit from your Account at the end of each session. Floify may log you out of your Account if you are inactive for an extended period of time. If your password is stolen or Your Account is otherwise compromised, You must immediately notify Floify and change Your password. Floify cannot and will not be liable for any loss or damage arising from your failure to maintain the security of your Account or password.

For Loan Originators, each Account is limited to one user. If you need additional Accounts, please contact Floify.

If you access the Services through one of our co-branded partners or through a cobranded URL, the email used for your registration on the Services may be provided to that co-branded partner.

Collection of your Personal Information

“Personal Information” means information that identifies You, such as your name, address, location, social security number, phone number, or email address. Personal Information includes financial documents and information that you may upload or otherwise transmit to the Services. This information is used to complete certain transactions.

From time to time Floify may request additional Personal Information to provide you with other benefits of the Service. In all such instances, you will be given the opportunity to provide or to decline to provide that information and it will be used only for the stated purpose.

Storage of Personal Information and documents

Floify may establish general practices and limits concerning use of the Services and data storage limits for your use of the Services. Floify may modify such practices and limits from time to time without notice.

The Services are not intended as a backup or storage system. You agree to maintain backup copies of all of your Personal Information, documents, and communications submitted to the Services. Floify shall have no responsibility or liability for the deletion of, the failure to store, or the failure to transmit, any Personal Information, documents, or communications maintained by the Services.



Agreed to and executed by authorized representatives of the parties:

Customer (SUBSCRIBER)

Company Name	
Signature	
Name	
Title	
Date	
Address for Notice	

Floify LLC (SERVICE PROVIDER)

Signature	
Name	
Title	
Date	