



SIGNEDEAL MASTER SUBSCRIPTION AGREEMENT

-CONFIDENTIAL-

BY EXECUTING AN ORDER FORM OR STATEMENT OF WORK THAT INCORPORATES THIS AGREEMENT, CUSTOMER AGREES TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS SIGNEDEAL MASTER SUBSCRIPTION AGREEMENT. THE INDIVIDUAL ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY CONFIRMS THAT HE OR SHE HAS READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HAS THE AUTHORITY TO BIND CUSTOMER AND ITS RELATED PARTIES HERETO. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Master Subscription Agreement (“MSA”) is executed by the parties to the Order Form. By executing a Order Form, the parties agree to be bound by the applicable Order Forms, this MSA, and any other attachments that are incorporated by reference (collectively, the “Agreement”).

Capitalized terms shall have the meanings defined throughout and in Section 13. In consideration of the mutual promises and obligations in the Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows.

1. SERVICES

1.1. Subject to the terms of the Agreement, Signeddeal grants Customer a non-transferable, non-exclusive Subscription to access and use the Signeddeal Cloud Service during the Subscription Term.

1.2. Signeddeal will make Support for the Signeddeal Cloud Service available to Customer at the level set forth in the Order Form (“Support Level”). Customer’s access and use of Support is subject to the terms of the applicable Support Guide for Cloud Subscriptions. Signeddeal reserves the right to make changes to the Support Guide which become effective for Customer upon commencement of a Renewal Term. Signeddeal also reserves the right to update Support Case management processes as needed and may elect to e-mail an announcement.

1.3. Customer may retain Signeddeal to perform such Professional Services as set forth in a mutually acceptable Statement of Work (“SOW”).

1.4. Customer may retain Signeddeal to provide such training as set forth in an Order Form.

2. INVOICING AND PAYMENT

2.1. Payments will be due within 30 days from and after the date of the applicable invoice.

2.2. Fees shall be as set forth in the Order Form or SOW (“Fees”). Unless otherwise stated in an Order Form or this MSA: (a) all Fees are quoted and payable in the currency set forth in the applicable Order Form, (b) Signeddeal will invoice the Fees annually in advance, and (c) Customer will be invoiced for the Professional Services Fees as set forth in the SOW. Signeddeal reserves the right to update Fees and other terms for any Renewal Term by notice to Customer at least ninety (90) days prior to the end of the then-current Term. Such changes will become effective for Customer upon commencement of a Renewal Term.

2.3. Fees are non-refundable and are exclusive of applicable Taxes and Regulatory Charges. Customer will reimburse Signeddeal for Taxes and Regulatory Charges arising in connection with the Services.

2.4. Without prejudice to any other rights of Signeddeal under the Agreement, Fees, expenses and other amounts not received by Signeddeal by the date due shall be subject to a charge on the outstanding balance from the date due until the date of actual payment of the lesser of one and a half percent (1½%) per month or the maximum charge permitted by Law.

3. TERM AND TERMINATION

3.1. Each Order Form shall have an Initial Subscription Term, commencing on the effective date specified in the Order Form. In the absence of a written non-renewal notice provided at least sixty (60) days prior to the end of the applicable Term, each Subscription Term shall automatically renew for Renewal Subscription Terms as set forth in the applicable Order Form.

3.2. Either party will have the right to terminate the Agreement by written notice to the other party if (a) the other party has breached a material obligation under the Agreement and such breach remains uncured for a period of thirty (30) days after written notice of such breach is sent to the other party; or (b) 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. Upon any termination of the Agreement by Customer for breach by Signeddeal, Signeddeal shall refund any prepaid Fees covering the remainder of the Subscription Term after the effective date of termination. Upon any termination of the Agreement by Signeddeal for breach by Customer, Customer shall pay any unpaid Fees covering the remainder of the Subscription Term after the effective date of termination, and prepaid fees shall not be refunded. Termination of the Agreement by a party shall be without prejudice to any right or remedy of such party under the Agreement or applicable Law. If this MSA is used to support more than one Order Form or Statement of Work (i.e., forming multiple Agreements), this MSA shall be deemed to survive with respect to each separate Agreement until each is terminated or expires.

3.3. Notwithstanding any term in the Agreement to the contrary, Signeddeal reserves the right to suspend the Signeddeal Cloud Services, or portion thereof, or reject or cancel the transmission of any information through the Signeddeal Cloud Service based upon (i) reasonable belief that the use of the Services is in violation of applicable Laws, (ii) Customer's failure to pay amounts when due, or (iii) an imminent compromise to the security or integrity of the network. As practicable depending on the circumstances, Signeddeal will provide written notice of the suspension and keep Customer reasonably informed of Signeddeal's efforts to restore the Services. Service level credits issued pursuant to a Service Level Agreement may apply depending on the circumstances of the suspension. Signeddeal reserves the right to impose a re-start fee in the event of any suspension under the Agreement due to Customer's breach.

3.4. Except as otherwise stated therein, upon execution by both parties, each Order Form shall be a non-cancelable, non-refundable order by Customer. The Fees and Subscription Term for stated on each Order Form shall be applicable only for that Order Form. Fees shall apply during periods of suspension and as incurred for unauthorized use of the Signeddeal Cloud Service. Customer's purchase of the Signeddeal Cloud Service is not conditioned on the availability of any future service or enhancement.

4. INTELLECTUAL PROPERTY

4.1. Each party retains all rights, title and interest in and to its Existing Intellectual Property.

4.2. Customer is granted no rights in or to Signeddeal Cloud Services except as expressly set forth under an Order Form. Customer shall not (a) create Derivative Works based on the Signeddeal Cloud Services, (b) reverse engineer the Signeddeal Cloud Services, or (c) access the Signeddeal Cloud Services in order to build a competitive product or service. Signeddeal Cloud Services include tools that can be used to create content related to Customer Data. The algorithms, compilations, collation methods and anonymized analyses created through the use of Signeddeal Cloud Services are considered Derivative Works and therefore are retained by Signeddeal. Customer retains, however, non-anonymized analyses of Customer Data obtained from its use of such tools.

4.3. As between Signeddeal and Customer, the Customer Data are the proprietary material of Customer and shall be considered Customer's Confidential Information. Customer grants Signeddeal a non-exclusive, non-sublicensable (except to parties working on Signeddeal's behalf), non-transferable, royalty-free license to access, process, store, transmit, and otherwise make use of the Customer Data as directed by Customer or as necessary to provide the Services and to otherwise fulfill its obligations under and in accordance with the Agreement.

4.4. To the extent not already owned by Signeddeal and subject in each case to Section 12.1 to the extent Customer is identified by name or logo, Customer, on behalf of itself and its Related Parties, hereby grants Signeddeal a perpetual, exclusive, royalty-free, worldwide license to use or disclose (or choose not to use or disclose), and create derivative works of Feedback for any purpose, in any way, in any media worldwide.

5. WARRANTY DISCLAIMERS

EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, THE SERVICES ARE PROVIDED TO CUSTOMER ON AN “AS IS” “WHERE IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SIGNEDEAL MAKES NO REPRESENTATIONS OR WARRANTIES THAT USE OF THE SIGNEDEAL CLOUD SERVICE WILL BE UNINTERRUPTED, TIMELY, COMPLETE, OR ERROR-FREE.

6. LIMITATION OF LIABILITY

6.1. THE CUMULATIVE AGGREGATE LIABILITY OF A PARTY AND ALL OF ITS RELATED PARTIES UNDER THE AGREEMENT SHALL NOT EXCEED THE FEES PAID TO SIGNEDEAL DURING THE TWELVE MONTHS IMMEDIATELY PRIOR TO THE COMMENCEMENT OF THE DISPUTE FOR THE SERVICES THAT ARE THE SUBJECT OF THE DISPUTE.

6.2. IN NO EVENT SHALL EITHER PARTY OR ANY OF ITS RELATED PARTIES BE LIABLE TO THE OTHER PARTY OR ANY OF ITS RELATED PARTIES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (INCLUDING LOST PROFITS, REVENUE, DATA OR USE), WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY OR ANY OF ITS RELATED PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON.

6.3. THIS LIMITATION OF LIABILITY SHALL NOT OPERATE SO AS TO: (I) REDUCE ANY AMOUNTS DUE AS FEES; (II) LIMIT LIABILITY ARISING IN CONNECTION WITH INDEMNIFICATION OBLIGATIONS; OR (III) LIMIT LIABILITY FINALLY DETERMINED TO HAVE RESULTED FROM A PARTY’S GROSS NEGLIGENCE OR WILFULL MISCONDUCT.

7. CONFIDENTIALITY

7.1. During the Confidentiality Period, recipient shall (a) protect the confidentiality of all Confidential Information using the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) to prevent unauthorized use or disclosure; (b) not use any Confidential Information except as expressly authorized in the Agreement; (c) not disclose, orally or in writing, any Confidential Information to any person, other than an employee, consultant or agent of recipient bound by terms at least as restrictive as those set forth herein with a need to know such Confidential Information.

7.2. The obligations in Section 7.1, however, shall not apply to any information which: (a) is already in the public domain or becomes available to the public through no breach of the Agreement by recipient; (b) was in the recipient’s possession prior to receipt from discloser, as proven by recipient’s written records; (c) is received by the recipient from a third party free to disclose such information to recipient; or (d) is independently developed by recipient without use of the Confidential Information.

7.3. Nothing in this Agreement shall prevent a party from disclosing Confidential Information to the extent required by applicable Law, judicial or administrative process, provided that recipient shall: (i) notify discloser of any duty to disclose, affording opportunity for discloser to take protective actions (except to the extent notice is prohibited by Law), and (ii) disclose only as much of the Confidential Information as required, maintaining all proprietary notices applicable to such Confidential Information.

7.4. Upon written request in connection with termination of the Agreement, each party shall deliver to the other party or destroy all copies of such other party’s Confidential Information. Notwithstanding the foregoing, recipient may retain an archival record of Confidential Information to the extent required pursuant to applicable Law subject to recipient’s compliance with the remaining terms of this section.

8. COMPLIANCE WITH LAWS

Each party shall comply with all applicable Laws in connection with the performance of its obligations under this Agreement.

9. USE OF THE SERVICE

9.1. Customer will not use the Signeddeal Cloud Service for any of the following:

9.1.1. to store, process, or transmit material (including Customer Data) that is tortious or in violation of Law;

9.1.2. to transmit Malicious Code;

9.1.3. to transmit 911 or any emergency services (or reconfigure to support or provide such use);

9.1.4. to interfere with, unreasonably burden, or disrupt the integrity or performance of the Services or third-party data contained therein;

9.1.5. to attempt to gain unauthorized access to systems or networks; or

9.1.6. to provide the Services to non-User third parties, including, by resale, license, lend or lease.

9.1.7. Customer will use commercially reasonable efforts to prevent and/or block any prohibited use by Customer personnel or Customer's Users.

9.2. Customer will maintain any reasonable, appropriate administrative, physical, and technical level of security regarding its account ID, password, antivirus and firewall protections, and connectivity with the Services.

9.3. Customer shall maintain strict security over all VoIP Services lines. Customer acknowledges that Signeddeal does not provide Customer the ability to reach 911 or other emergency services and Customer agrees to inform any individuals who may be present where the Services are used, or who use the Services, of the non-availability of 911 or other emergency dialing.

9.4. If the Signeddeal Cloud Service will be used to transmit or process Sensitive Information, Customer will ensure that all Sensitive Information is captured and used solely via the use of available Security Features.

9.5. Recordings. As between Signeddeal and Customer, Customer acknowledges that Recordings are solely within its discretion and control. Without limiting the foregoing: (i) Customer accepts sole responsibility for determining the method and manner of performing recording such that it is compliant with all applicable Laws and for instructing the services accordingly; and (ii) Customer shall ensure that Recordings shall be made only for diagnostic, quality assurance, archival, and/or Support purposes, and in any event only for purposes required and/or in compliance with, all applicable Laws. Customer will ensure that either (a) Recordings will not knowingly include any bank account number, credit card number, authentication code, Social Security number, or other personal or Sensitive Information, except as allowed or required by all applicable Laws; or (v) Recordings are encrypted at all times. To the extent Recordings are encrypted or where encryption is electable by Customer as part of the Service, Customer shall elect such encryption. Customer shall not modify, disable, or circumvent the Recording encryption feature within the Services and shall otherwise ensure that it will use the Services in compliance with the encryption feature.

10. CUSTOMER DATA

10.1. General.

10.1.1. Customer acknowledges and agrees that the Customer Data may be transferred or stored outside the country where Customer and its customers are located in order to carry out the Services and Signeddeal' other obligations under the Agreement.

10.1.2. Customer represents and warrants that it has obtained all consents necessary for Signeddeal to collect, access, process, store, transmit, and otherwise use Customer Data in accordance with the Agreement.

10.1.3. Customer shall comply with all requirements of integrity, quality, legality and all other similar aspects in respect of Customer Data and Messages. Signeddeal may, but is not obligated to, review or monitor any Customer Data. Signeddeal expressly disclaims any duty to review or determine the legality, accuracy or completeness of Customer Data used through the Services.

10.1.4. Each party will comply with all applicable Data Security Laws, as each applies to the performance of such party's obligations under the Agreement. To the extent that either party is a Data Processor such party shall only process Personal Data in accordance with the instructions of the Data Controller. The Data Processor shall promptly notify Data Controller if it receives any complaint, notice or communication which relates directly or indirectly to the processing of Personal Data under the Agreement, and provide full co-operation and assistance in relation to any such complaint, notice or communication.

10.2. Protection of Customer Data.

10.2.1. Provided that Customer is fully compliant with the above Section 9, Signeddeal shall maintain reasonable, appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data.

10.2.2. Signeddeal shall not modify, disclose, or access Customer Data except to provide the Services and perform Support to prevent or address service issues or technical problems, at Customer's request in connection with Support, or to the extent otherwise permitted in the Agreement.

10.2.3. Signeddeal will have no obligation to maintain a system-level backup of the Customer Data except as set forth in the applicable User Guide or as required by applicable Laws. Without limiting anything set forth in this MSA, Customer Data will be stored by the Signeddeal Cloud Service, if at all, for the time periods set forth in the applicable User Guide or as mutually agreed with the Customer.

11. INDEMNIFICATION

11.1. Signeddeal shall Indemnify Customer for a finding that the Signeddeal Cloud Service has or continues to infringe(d) such third party's intellectual property rights, identified in a patent or copyright that is enforceable in the United States. Notwithstanding the foregoing, Signeddeal shall not be liable and shall have no obligation for any claim arising from or based upon (a) the use of the Signeddeal Cloud Service outside the scope or terms, or upon or after the termination of the Agreement; or (b) if the claim would not have arisen without (i) any modification of the Signeddeal Cloud Service by Customer or a party acting under Customer's direction or control; (ii) the combination of the Service with any technology (including software), equipment or other device, product or service that causes any modification, intentional or inadvertent, to the Services; or, (iii) use of the Signeddeal Cloud Services after receipt of notice from Signeddeal to discontinue such use; or, (c) Customer's actions against the third-party intellectual property holder. In the event that it is determined or Signeddeal believes that the Signeddeal Cloud Service has violated the third party's intellectual property rights, Signeddeal shall: (i) obtain for Customer the right to continue using the Signeddeal Cloud Service, (ii) replace or modify the Signeddeal Cloud Service so that it becomes non-infringing while retaining substantially similar functionality; or (iii) if neither of the foregoing remedies can be reasonably effected by Signeddeal, terminate Customer's right to use the Signeddeal Cloud Service and refund to Customer the Fees paid for the Signeddeal Cloud Service in the amount of the lesser of the (A) prepaid, unused Fees; or (B) Fees paid during the immediately prior twelve (12) month period. The provisions of this Section 11 state the sole, exclusive, and entire liability of Signeddeal and are Customer's sole remedy with respect to the infringement of third-party intellectual property rights.

11.2. Customer shall Indemnify Signeddeal from any claim, loss, or damage arising in connection with Customer's use of the Signeddeal Cloud Services (including any activities undertaken by Customer's Related Parties).

11.3. The Indemnified party shall take all reasonable steps to mitigate any potential expenses and shall provide the Indemnifying party with: (i) prompt written notice of any such claim or actions, or possibility thereof upon becoming aware of the same; and (ii) relevant information (subject to confidentiality restrictions the Indemnified party owes to third parties), authority and reasonable assistance to settle or defend and such claim or action. The Indemnified party shall tender sole control and authority over, and reasonably assist with the defense or settlement of such claim or action. Notwithstanding the foregoing, the Indemnified party shall have the right to retain counsel of its own choice, at its own expense, in respect of the subject of the Indemnification, for purposes including services as co-counsel, or to monitor the defense provided by the Indemnifying party's appointed counsel. The Indemnified party shall have the right to approve counsel selected by the Indemnifying party, which approval shall not be unreasonably withheld or delayed.

12. MISCELLANEOUS

12.1. Marketing. Customer grants Signeddeal the right to use Customer's name and logo to identify Customer as a Signeddeal customer. Subject to prior written approval of content, Customer grants Signeddeal the right to issue a media release after execution of the Agreement announcing that Customer has become a Signeddeal customer, and to make other announcements and place promotion in various publications and media.

12.2. Assignment. Neither party may assign its rights or obligations under the Agreement, either in whole or in part, except (1) with respect to a sale of substantially all of the assets of its business, merger, or change in the party's ownership, or (2) with the prior written consent of the other party. Without limiting the preceding sentence, the rights and liabilities of the parties hereto shall bind and inure to the benefit of their respective successors and assigns.

12.3. Government Usage. This is a commercial item agreement. If the Services are acquired by or on behalf of the U.S. Government, a state or local government, or a prime contractor or subcontractor (of any tier) of the foregoing, such government customers and users shall obtain only those commercial license rights set forth in the Agreement.

12.4. Professional Services. Signeddeal will perform Professional Services on a time and materials basis unless otherwise stated in an SOW. Signeddeal shall control the manner by which the Professional Services are performed and may use subcontractors in the performance of the Services. Signeddeal reserves the right to make all staffing decisions in its sole and reasonable discretion. Signeddeal warrants that it shall perform the Professional Services in a professional and workman-like manner. Customer shall make available at no charge all technical data, computer facilities, programs, files, documentation, test data, sample output, office space, equipment and other assistance as reasonably requested by Signeddeal in the performance of Professional Services. Signeddeal retains sole and exclusive ownership of all materials created in connection with its performance of the Professional Services, including but not limited to: methodologies, know-how, source and object code; specifications, configurations, designs, architecture, processes, techniques, concepts, discoveries, and, inventions made or developed (collectively, "PS Creations"), in addition to all Derivative Works of the foregoing. To the extent, and for any reason the foregoing statement of ownership is not effective, Signeddeal shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use, including the incorporation into the Signeddeal Cloud Service, all PS Creations. Unless otherwise set forth in the Statement of Work, Customer is hereby granted a license to use the PS Creations solely in connection with, and under the same provisions as, its use of the Signeddeal Cloud Services.

12.5. Survival: The provisions of the Agreement regarding payment, confidentiality, assignment, licenses, definitions, limitation of liability, intellectual property and any provision which by its nature should survive, will survive the termination of the Agreement. In the event that any provision of the Agreement is held to be invalid or unenforceable, the remaining provisions of the Agreement shall remain in full force.

12.6. Force Majeure: Neither party will be responsible for acts of Force Majeure.

12.7. Governing Law: This Agreement shall be governed by the laws set forth in Table 1 below, based on the Customer's domicile, without reference to conflicts of law provisions. The parties agree to submit to the personal and exclusive jurisdiction of such courts and that venue therein is proper and convenient as set forth in Table 1. In the event more than one Signeddeal entity is or becomes a party the Agreement, the governing law shall be Florida and United States federal law; and, the Florida state courts in and for Miami-Dade County, Florida (or, if there is federal jurisdiction), the United States District Court for the South District of Florida, each of which shall have the personal and exclusive jurisdiction, which such jurisdiction is acknowledged to be proper and convenient. The UN Convention for the International Sale of Goods shall not apply to the Agreement in whole or in part. In any dispute under the Agreement, the prevailing party shall be entitled to recover its cost of enforcing its claim, including but not limited to attorney fees.

12.8. Authority to Execute: The party executing the Agreement on behalf of the parties represents and warrants that he or she has been duly authorized under the party's charter documents and applicable law to do so.

12.9. Independent Contractors: The parties are acting as independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture or agency relationship between the parties.

12.10. Third party beneficiaries: No third-party beneficiary relationships are created by this Agreement.

12.11. Notices: All notices under the Agreement shall be in writing and shall be deemed to have been given when (a) personally delivered; (b) sent by electronic facsimile transmission; or (c) sent by registered mail, postage prepaid (which notice shall be deemed to have been received on the third (3rd) business day following the date on which it is mailed) or (d) sent overnight by a commercial overnight courier that provides a receipt (which notice shall be deemed to be received on the next business day after mailing), both to the address set forth on the title page hereto (or such other designee/address a party may provide by giving notice to the other party in compliance with the Agreement), and in the case of a notice to Signeddeal, with a mandatory copy to the attention of Vice President, Commercial Licensing, at the same address.

12.12. Waiver: No provision of the Agreement may be waived unless such waiver is in writing and signed by the party against which the waiver is to be effective.

12.13. Complete Agreement; Amendment. The Agreement constitutes the complete agreement between the parties and supersedes all prior agreements and representations, written or oral, concerning the subject matter of the Agreement. In the event of a conflict between the terms of a Order Form and the other provisions of the Agreement, the terms of the Order Form shall take precedence; however, MSA Sections 6, 8, 9, 10 and this section 12.13 may only be modified in the Order Form by a direct reference to such MSA sections. The Agreement may not otherwise be modified or amended except in a writing signed by a duly authorized representative of each party. The terms of the Agreement shall supersede the terms in any Customer purchase order or other ordering document.

12.14. Execution; Digitized Copies. The parties agree that this MSA may be executed by any means of signature, including electronic commerce or transmission, including facsimile, email, or acknowledgement through a webpage. The Agreement may be executed in two (2) or more counterparts, each of which is deemed an original, but which together constitute one contract or document. Signed digitized copies of the Agreement and other associated documents, including attachments and amendments shall legally bind the parties to the same extent as original documents.

13. DEFINITIONS

13.1. Affiliate: A business entity that is not deemed adverse to other party's business interest and that: (a) Controls the party; (b) is Controlled by the party; or (c) is under common Control with the party, but only during the time that such Control exists. For the purposes of this definition, "Control(led)" is the ability to determine the management policies of an entity through ownership of a majority of shares or by control of the board of management.

13.2. Agreement Term: The term during which the Agreement is effective. The Agreement Term commences upon execution of the applicable Order Form, and ends upon completion of the Services unless earlier terminated by either party in accordance with the Agreement.

13.3. Confidential Information: Any information disclosed by one party to the other party, or otherwise learned by the recipient from the discloser, marked "confidential" or disclosed or learned under circumstances that would lead a reasonable person to conclude that the information was confidential. Notwithstanding the foregoing, Signeddeal Confidential Information includes but is not limited to Covered Products and the terms of this Agreement and Customer Confidential Information includes but is not limited to Customer Data. In addition, whether or not marked "confidential" or otherwise identifiable as confidential, the following information shall be deemed Confidential Information of the discloser: inventions, product development plans, education materials, pricing, marketing plans, and customer lists.

13.4. Confidentiality Period: The longer of: (i) three (3) years after termination of the Agreement, or (ii) indefinitely with respect to trade secrets, Customer Data, and the Covered Products.

13.5. Customer: The non-Signeddeal (or non-Signeddeal Related Party) party to the Agreement identified in a Order Form.

13.6. Customer Data: (a) all data submitted through the Signeddeal Cloud Service by Customer or Users; and (b) the non-anonymized content of any reports generated by the Signeddeal Cloud Service regarding Customer's use of the Signeddeal Cloud Service.

13.7. Derivative Work: A new or modified work that is based on or derived from all or any part of the Signeddeal Cloud Service, including without limitation, a revision, modification, translation, localization, adaptation, abridgment, port, condensation or expansion, in any form, of the Signeddeal Cloud Service, or any work that would infringe any copyright if created without the authorization of the

copyright holder or any other intellectual property right in the Signeddeal Cloud Service or that uses trade secrets or other Confidential Information embodied in or used by the Signeddeal Cloud Service.

13.8. Effective Date: The effective date of the Agreement, or portion thereof (e. g. a Order Form or SOW executed subsequent to the original Order Form) which is the date of the last signature of, or as otherwise stated in, the linking Order Form or SOW.

13.9. Existing Intellectual Property: Any and all technology, know-how, software, data, ideas, formulae, processes, charts, Confidential Information, and any other materials or information and any and all worldwide intellectual property rights therein and thereto (a) owned or controlled by either party on the Effective Date or (b) developed by either party outside the scope of the Agreement and which does not use the other party's Existing Intellectual Property or Confidential Information.

13.10. Feedback: any suggestions, enhancement requests, recommendations, report, feedback, proposals, anonymized statistical data or other information concerning the Signeddeal Cloud Service provided by Customer to Signeddeal hereunder. Notwithstanding anything to contrary herein contained, in no event shall Feedback be deemed Customer Existing Intellectual Property unless such Feedback existed on or before the Effective Date.

13.11. Force Majeure: Delays or failures on performance resulting from acts beyond the control of a party. Such acts include acts of God, provider blockades, denial of service, attacks, strikes, lockouts, riots, acts of war, terrorism, epidemics, Laws effective after the Effective Date, fire, communication line failures, power failures, earthquakes or other disasters natural or man-made.

13.12. Signeddeal Cloud Service: The individual services and use of features and functionality of Signeddeal proprietary software and supporting facilities, all as further described in the applicable User Guide, that are ordered by Customer by an Order Form. The term "Signeddeal Cloud Service" excludes Professional Services and Support.

13.13. Indemnify (and all forms of the word (e. g. Indemnification): Agreement to indemnify, hold harmless, and defend the other party and its Related Parties and from and against any and all third-party claims, demands, sums of money, actions, rights, causes of action, obligations, allegations and liabilities of any kind or nature whatsoever, and from any resulting liabilities, damages, losses, and costs (including, but not limited to, attorney fees and disbursements) arising from or relating, directly or indirectly, to the use, act, omission, or manner set forth as the subject of and giving rise to the claim.

13.14. Initial Subscription Term: The minimum term for the initial Subscription under each Order Form.

13.15. Laws: Laws, statutes, regulations, directives, rules, standards and the like of any territorial division (e. g. federal, national, state, province, etc.).

13.16. Malicious Code: Viruses, worms, time bombs, corrupted files, Trojan horses and other harmful or malicious code, files, scripts, agents, programs, or any other similar code that may interrupt, limit, damage the operation of Signeddeal' or another's computer or property.

13.17. Phase-In Services: Signeddeal Cloud Service comprising less than the total Subscription under a Order Form and arising in connection with provisioning the Signeddeal Cloud Service in phases. Phase-In Service typically occurs prior to an Initial Subscription Term, but may also occur in connection within increases of a Subscription. Except as set forth in an Order Form, Customer will be invoiced proportional Fees on a monthly basis and updated as each phase is completed.

13.18. Professional Services (or PS): The professional services described in a Statement of Work executed by the parties.

13.19. Provision Date: The date of the notice from Signeddeal to Customer that the applicable Signeddeal Cloud Service under a Order Form has been made available to Customer or was scheduled to be available to Customer but for delays caused by Customer and Customer's representatives.

13.20. Recordings: Recorded inbound or outbound Signeddeal VoIP Service transmission, performed by Customer, via the Signeddeal Cloud Service as set forth in the applicable User Guide.

13.21. Related Parties: A party's past, present and future officers, directors, employees, and other personnel, agents, insurers, reinsurers, servants, attorneys, parent company, subsidiaries and affiliates.

13.22. Renewal Subscription Term(s): Each subsequent term after the Initial Subscription Term. Each Renewal Subscription Term shall commence upon the anniversary date of the commencement of the Initial Subscription Term.

13.23. Security Features: The features and functionality associated with the Signeddeal Cloud Service used to help secure transmitted data. Security Features may include secure SIP/RTP, voice connection encryption, Private Variables, log masking, or other similar features.

13.24. Sensitive Information: All sensitive or Confidential Information used in connection or transmitted by the Services including but not limited to personal health information (PHI), personally-identifiable information (PII) and credit card information.

13.25. Services: The Signeddeal Cloud Service, Professional Services, and all related services or deliverables provided under the Agreement.

13.26. Service Level Agreement: An agreement to perform services in accordance with specific metrics, subject to a defined set of remedies. The Service Level Agreement, if applicable, is set forth in the Supplemental Terms for the Signeddeal Cloud Service as identified in the Order Form.

13.27. Order Form(s): The document by which Customer orders Signeddeal Cloud Service, or other goods and services that Customer may purchase from Signeddeal. Order Form shall include: (a) a description of items being ordered, including Subscription Term, and the quantity, (b) Supplemental Terms, (c) Fees, method of determining Fees, and pricing terms, (d) billing address; and (e) other addresses for the parties, if applicable. Signeddeal reserves the right to waive any or all of the aforementioned requirements either in writing or by fulfillment of the Order.

13.28. Subscription: Term-based grant, for a specified time to use a specific quantity and type of Signeddeal Cloud Service, all as described in the applicable a Order Form, and applicable Supplemental Terms (one or more sets of Supplemental Terms, each an exhibit to the Order Form). Subscriptions exclude services and expenses associated with decommissioning Customer's use of the Signeddeal Cloud Service, migration of Customer Data, and storage and retrieval of records associated with Customer's use of the Services.

13.29. Subscription Term: The Phase-In Services (if applicable), Initial Subscription Term, and all Renewal Subscription Terms.

13.30. Support: the maintenance and support of the Signeddeal Cloud Service, subject to the terms and policies set forth in the applicable Support Guide.

13.31. Support Guide: The applicable online guide which sets out a description of the Support. The Support Guide is incorporated by reference into and made a part of the Agreement.

13.32. Support Level: The applicable level of Support as selected by Customer and elected under the Order Form.

13.33. Taxes and Regulatory Fees: Any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including regulatory fees (such as USF), fines, penalties, value-added, use or withholding taxes. Taxes and Regulatory Fees shall not include charges based upon Signeddeal' income or employees.

13.34. Term: Any term (time period) under the Agreement (e. g. Subscription Term, Agreement Term, License Term).

13.35. Third-Party Applications: Third party or Customer-developed online, Web-based applications and offline software products that are provided by Customer or third parties, that may or may not interoperate with the Signeddeal Cloud Service.

13.36. User Guide: The applicable online guide which sets out a description of the Signeddeal Cloud Service and is accessible. The User Guide is by reference incorporated into, and made a part of the Agreement.

Table 1. Governing Law, Jurisdiction, Notices.

If Customer, as of the Effective Date of the Order Form, is domiciled in:	Customer is contracting with the following Signeddeal entity:	The governing law is:	The courts have exclusive jurisdiction are:	Notices to Signeddeal should be sent to the following addresses:
United States	Signeddeal LLC	Florida, and the applicable United States federal law	The Floridian state courts	Signeddeal LLC. Attn: Legal 350 S Miami Ave. Suite 1505. Miami, Florida 33130.

ADDENDUM A TO THE MASTER SUBSCRIPTION AGREEMENT

SIGNEDEAL CLOUD COMMUNICATION SERVICES TERM AND CONDITIONS

-CONFIDENTIAL-

THIS ADDENDUM A IS ENTERED INTO BETWEEN THE PARTIES TO THE MSA EXECUTED ON THE DATE OF THE LINKING SERVICES ORDER. THIS ADDENDUM A AND THE AGREEMENT ARE INCORPORATED INTO EACH OTHER.

The parties agree that this Addendum A, effective on the Effective Date, may be executed by execution of this or a governing document. The parties further agree that such execution may occur by any means of signature, including via electronic commerce or transmission, including facsimile, email, or acknowledgement through a webpage. To that end, by executing the Services Order, Customer agrees to be bound by the all the terms and conditions of the Agreement, including this Addendum A. Unless otherwise stated herein, this Addendum A, together with the Agreement, collectively govern those certain terms applicable to the Signeddeal Cloud Communications Services. The terms of this Addendum A are supplemental to, and are not in lieu of any of the terms of the Agreement. In the event of a conflict between a Schedule, including the MSA, and this Addendum A, the terms this Addendum A shall prevail but only for the express purposes of, and the subject matter of the conflicting provision of this Addendum A. Notwithstanding the foregoing, in the event a provision in the Agreement begins with “without limiting” or “notwithstanding,” such provision of the Agreement shall prevail. All defined terms are set forth in the Glossary.

1. General Terms and Conditions

(a) Customer shall be solely responsible for originating its desired Messages for Initiation by the Signeddeal Cloud Communication Services.

(b) Customer represents and warrants that Signeddeal will have no liability, and that Customer shall provide and be solely responsible in all respects, for: (i) the Recipient Numbers to which the Messages are to be transmitted, ensuring that Recipient Numbers are the correct Recipient Numbers for the Person, and will have been obtained, used at all times under the Agreement, in compliance with all applicable Laws (including but not limited to the TCPA and the FDCPA) and do not include (A) emergency lines, including those of any hospital, medical center, health care facility, poison control center, fire protection agency, or law enforcement agency, (B) any number assigned to a paging service, cellular telephone service, or other wireless service, unless appropriate consents have been obtained, or (C) any number to which automated dialing or prerecorded message calls are prohibited under applicable Laws; (ii) establishing and providing the time(s), date(s) and delivery schedule(s) in respect of Messages, ensuring that (A) no Telemarketing Message is transmitted before 8 a.m. or after 9 p.m. local time at the Person’s location, and (B) no Messages, including Telemarketing Messages, are transmitted outside of hours allowable under applicable Laws; and (iii) Customer’s holding contests, sweepstakes or similar events using the Signeddeal Cloud Communication Service.

(c) Signeddeal will use commercially reasonable efforts to ensure that the Signeddeal Cloud Communication Services convey Customer’s Messages as directed by Customer. Signeddeal cannot guarantee that Messages, once sent by the Signeddeal Cloud Communication Services Platform, will be received, delivered or opened.

(d) Signeddeal may provide Messages and other data to Providers which may reformat the Message to conform and adapt to Provider requirements and device requirements.

(e) Customer shall be solely responsible for compliance with the TCPA (including the propriety of the Recipient Numbers [including whether mobile numbers are to be called] where the Message is instructed by Customer to be delivered). The Recipient Numbers used by Customer shall have been obtained, and the Text Messages sent, in compliance with, and Customer shall take all steps necessary to ensure that continued use of the Recipient Numbers for such Text Messages complies with all Laws, including but not limited to the TCPA and the FDCPA.

2. Voice Messaging Terms and Conditions

(a) Customer shall ensure that each telephone Message states clearly at the beginning of the Message the identity of the Customer and states the Customer's telephone number during the Message.

(b) For Telemarketing Messages (i) Customer warrants and represents and shall ensure that Recipient Numbers do not include: (A) any number for a Person who has not given express written consent to receive Telemarketing Messages from Customer in compliance with all applicable Laws; (B) any number for a Person who has previously requested not to receive calls from Customer; or (C) any number of a Person to whom transmission of Telemarketing Messages are prohibited under applicable Law. (ii) Without limiting any other provision of this Agreement, including in respect of compliance with Laws, Customer shall ensure that for each Telemarketing Message: (A) the Message makes the disclosures required by Abusive Telemarketing Acts or Practices, Telemarketing Sales Rule; (B) the Message and information related to the Message (including the Recipient Numbers where the Message is instructed by Customer to be delivered) complies in all respects with the TCPA; (C) transmission of any collections Message complies with the Fair Debt Collection Practices Act ("FDCPA"); (D) the Customer telephone number provided in the Message allows a Person to make a do-not-call request during Customer's regular business hours; and (E) the Message includes (after the Customer identification and disclosures), a means for the Person to assert a do-not-call request.

3. Text Messaging Terms and Conditions

(a) The Signeddeal Cloud Service offers a mechanism for Persons to opt-out of receiving Text Messages from Customer. Customer represents and warrants that it shall include opt-out capabilities in each Message if required by Law, and Customer accepts sole responsibility for making that determination. If a Subscriber sends an explicit and unambiguous opt-out request directly to the Signeddeal Cloud Communication Platform by a Subscriber originated Text Message via mobile handset origination, then Signeddeal will confirm the opt-out with one subsequent message, or otherwise as in accordance with Law. Unless requested by Customer and required by Law, Signeddeal will not send an opt-out confirmation in respect of any other Subscriber opt-out request (e. g. an ambiguous Text Message, or an opt-out request initiated online, via the web, by voice call, or letter addressed to a street address); Customer accepts sole responsibility for determining whether such confirmation is required by Law and for instructing Signeddeal to send out such messages if so required.

(b) Signeddeal uses all commercially reasonable efforts to ensure the accuracy of its List Profile Report service; but all such data is provided by the Providers. To that end, Signeddeal makes no representation or warranty of any kind regarding the accuracy of such data returned from the List Profile Report service. Notwithstanding Signeddeal' efforts, Customer acknowledges and agrees that it is solely responsible for ensuring the propriety of using the Recipient Numbers provided to Signeddeal.

(c) Short Codes are required for Customer Messages. Signeddeal may require at least 45 days to provision a Short Code for Customer. Delays may occur if Customer does not respond quickly to requests such as for information and for payment. The applicable timeframe is also dependent upon the responsiveness of the Providers, and Signeddeal will not be held liable for such provisioning delays from specific Providers or Customer, or reasons outside of Signeddeal' control.

(d) Random Short Codes are owned exclusively by Signeddeal and may be shared among multiple Signeddeal customers. At Customer's own expense, and for its own use, Customer may lease a Random Short Code, or purchase a Vanity Short Code. At all times a Short Code is active, Customer will be billed for all inbound Text Messages received, as well any responses to these inbound Text Messages.

4. Email Messaging Terms and Conditions

(a) Without limiting anything under the Agreement, including in respect of compliance with Laws, Customer represents and warrants, and shall ensure that for Commercial Electronic Mail Messages, (i) the "from" line, subject heading, and other identifying header information is not misleading or deceptive, (ii) the Message includes a functioning return E-mail address or other means for a Person to request not to receive future Commercial Electronic Mail Messages from Customer, (iii) the Message contains warning labels required by the CAN-SPAM Act for sexually oriented material, if applicable; and (iv) the Message does not include Email addresses (A) obtained by means in violation of the CAN-SPAM Act, or (B) of Persons who have requested, at least ten (10) days previously, not to receive Commercial Electronic Mail Messages from Customer.

(b) Upon Signeddeal' request, Customer will provide proof that the intended recipients of any Commercial Electronic Mail Messages have affirmatively opted-in to receiving such Messages. If Customer is unable to provide such proof, Customer acknowledges that the Internet service provider hosting the recipients' Email account may prohibit Signeddeal from sending any further Messages to any accounts hosted by such provider.

5. Indemnification

(a) Customer agrees to Indemnify Signeddeal and its Related Parties with respect to: (i) the Message (including but not limited to its content, transmission, timing, recipient (including in respect of opt-outs), recording and retention), (ii) Customer's marketing, debt collection and/or telemarketing activities; and (iii) contests, sweepstakes or similar events.

(b) For purposes of clarity, and without otherwise limiting this Indemnification, the parties agree and acknowledge that this Indemnification shall include and cover the activities covered and the Laws specified in Sections 1(b), 2(b), 3(a) and 4 (a) of this Addendum A.

SIGNEDEAL MASTER SUBSCRIPTION AGREEMENT

SUPPLEMENTAL TERMS

1. Service Level Agreement

1.1 The Signeddeal Cloud Service includes such characteristics as 24x7 systems monitoring and administration. Upon completion of Provisioning, the Signeddeal Cloud Service will be available 24x7x365 except for downtime in respect of which Customer has received at least 3 days' notice and which downtime will not exceed five (5) hours per month ("Scheduled Downtime"). Signeddeal will use commercially reasonable efforts to (i) provide Scheduled Downtime during off-peak business hours (10pm – 5am eastern); and (ii) avoid Scheduled Downtime that would impact all Signeddeal Cloud Service data centers at the same time.

1.2 In the event that the Signeddeal Cloud Service is available for less than 99.99% of the total applicable time (excluding Scheduled Downtime) due to a "production outage" where the platform cannot process calls on behalf of Customer for the applicable month, Customer may request a credit subject to the Customer's provision of written notice of such unavailability within thirty (30) days after the end of the applicable month. Such notice must contain a description of service incident including the date and approximate beginning and end time of the production outage service incident for Signeddeal's verification. Subject to Signeddeal's verification that the service incident had occurred, Customer shall be entitled to recompense in the form of Credits for a production outage for the identified range as follows:

2. Production Outage Credit

Service Availability Percentage Range-Outages Credits

≥99.99%	None
< 99.99% ≥ 99.9%	0.62% of monthly Minimum Period Fees
< 99.9% ≥ 98.9%	1.25% of monthly Minimum Period Fees
< 98.9% ≥ 97.0%	2.5% of monthly Minimum Period Fees
< 97.0%	5% of monthly Minimum Period Fees

Signeddeal, however, will not issue Credits for service incidents caused by: Equipment, Communications Circuits, VOIP Services, and carrier network services (e.g. voice, data, International Phone Call, SMS, MPLS, Toll Free, DID), including delivery of calls over the internet; Customer's software, services, computers, facilities, power failures or 3rd party integrations; Customer or users, including modifications made by Customer, User or another third party to the Customer applications, Services, or any features or functionality thereof; actions or inactions required for compliance with Laws; Internet connectivity or failures, and Force Majeure events. This Service Level Agreement is applicable provided Customer is not in material breach of any of the Agreement, including each of its Schedules. This Service Level Agreement, and corresponding Credits, if any, is the sole and exclusive rights and remedies regarding Signeddeal Cloud Service platform availability.