

# INKLESS

## MASTER TERMS OF SERVICE

Last Revision: 07/02/2026

This **Master Terms of Service** ("ToS") are entered into by Lone Wolf Real Estate Technologies, Inc. d/b/a Inkless ("Inkless") and (i) the party identified as Customer on a Sales Order or SOW referencing these Terms of Service or (ii) any User who obtains access to the Services without executing a Sales Order or similar document (such as through a click-through agreement or other electronic acceptance arrangement) (in each case, "Customer") apply as of the date Customer executes a Sales Order or SOW referencing these ToS, or accesses or uses Services governed by these ToS and remain in effect until terminated as provided herein.

Inkless and Customer may be referred to herein collectively as "Parties," and individually, as a "Party."

**BY USING ANY OF THE SERVICES CUSTOMER AGREES TO BE BOUND BY THIS AGREEMENT (DEFINED BELOW), REGARDLESS OF WHETHER CUSTOMER HAS PHYSICALLY OR ELECTRONICALLY EXECUTED ANY DOCUMENT.**

The "Agreement" consists of the ToS, along with all referenced or incorporated Addenda, attachments, URLs, Sales Orders or Sales Orders and Documentation.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree:

### 1. DEFINITIONS.

1.1. "Administrator" is a User designated by Customer who is authorized to administer access to the Services for Customer and its Users, if permitted by the Service.

1.2. "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. The foregoing notwithstanding, neither Stone Point Capital LLC, nor any of its affiliates not owned directly or indirectly by HowlCo US Holdco LP (the parent company of Inkless) shall be considered an Affiliate of Inkless for purposes of this Agreement.

1.3. "Customer Data" means, electronic data and information submitted to the Services, but excluding Aggregated Data.

1.4. "Documentation" means Inkless' user manuals, release notes, instructions, and videos relating to the Services provided to Customer electronically or available at a URL specified by Inkless.

1.5. "Environment" means the combined: (i) computer hardware, including servers and server hardware, owned or leased by Inkless for use by Inkless to host the Software and provide SaaS Services; (ii) software identified on the applicable Sales Order and made available to Customer as a service under this Addendum ("Software"); and (iii) third party software required to operate the Software in the Environment, including, without limitation, the operating systems, database management systems and the security administration, all of which is hosted by or on behalf of Inkless for purposes of providing the Service.

1.6. "Intellectual Property" means any rights, titles, and interests (under any jurisdiction worldwide, whether protectable or not, and whether registered or unregistered) in and to any inventions, discoveries, works of authorship, domain names, software, algorithms, designs, databases, data, know-how, technology, and/or other intellectual property, and includes without limitation patents, copyright and similar authorship rights, personal rights (such as moral rights and publicity rights), trade secret and similar confidentiality rights, design rights, trademarks, and all other intellectual property rights and derivatives thereof, as well as all related applications and goodwill.

1.7. "Professional Services" means services as described in an applicable Professional Services Addendum or any Statement of Work ("SOW") or other document separately executed in connection with this Agreement.

1.8. "Sales Order" means any ordering document (including, but not limited to, any order form, online click-through, or SOW), representing Customer's agreement to purchase Services or Professional Services from time to time, and that either (a) specifies, among other things, the Services, and/or Professional Services ordered, and any Fees (as defined below), or (b) represents a renewal or continuation of Services or Professional Services previously used by Customer. Sales Orders shall be deemed incorporated into the Agreement by reference.

1.9. "Services" means the Inkless products and services that are provided to Customer under a Sales Order or online purchasing portal, or otherwise made available by Inkless. "Services" exclude Third-Party Products.

1.10. "Third-Party Arrangement" means a contract between Inkless and a third party (i) pursuant to which Services are paid for in whole or in part by the third party, including but not limited to "Enterprise" or "Team Edition" products or "member benefit" arrangements or (ii) that requires the setup and/or use of a third party service..

1.11. "Third-Party Products" means products, services, data, content or software that are owned and/or licensed by a third party to Customer or Inkless for purposes of use, combination, processing, linking or interoperating with a Inkless Service.

1.12. "User" or "End User" means Customer's employees, contractors, and agents (i) who are authorized by Customer to

access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom the rights to access and use the Services has been purchased hereunder.

## **2. Inkless RESPONSIBILITIES.**

**2.1 Provision of Services.** Inkless will (a) make the Services available to Customer pursuant to this Agreement, and the applicable Sales Order and Documentation, (b) provide applicable Inkless standard support for the Services to Customer at no additional charge, and/or upgraded support if purchased, and (c) provide the Services in accordance with laws and government regulations applicable to Inkless' provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's and Users' use of the Services in accordance with this Agreement, the AUP, applicable Documentation and the applicable Sales Order. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Inkless regarding future functionality or features.

**2.2 Subcontracting.** Inkless may, without the consent of or notice to Customer, subcontract all or any part of its obligations hereunder to one or more affiliates of Inkless or to third party subcontractors selected by Inkless including, but not limited to third party server hosting services providers.

**2.3 Protection of Customer Data.** Inkless will use Appropriate Security Measures (as defined below) and, when utilizing third-parties to host Customer Data, will utilize reputable third-party providers that use Appropriate Security Measures. "Appropriate Security Measures" means commercially reasonable technical, physical and procedural controls designed to protect Customer Data from unauthorized access to or disclosure of Customer Data to third parties. In connection with Personal Data, the terms of Inkless' Data Processing Addendum at <https://signinkless.com/legal/DPA> ("DPA") posted as of the effective date of the applicable Sales Order are hereby incorporated by reference. In the event of a conflict between the DPA and this Agreement, the more restrictive provision shall govern.

**2.4 Inkless Personnel.** Inkless will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Inkless' obligations under this Agreement.

**2.5 Third-Party Products; Data Sharing.** The Services may contain, provide links to, or refer to Third-Party Products, or Customer may elect to utilize Third-Party Products (whether sourced through a marketplace or externally) in connection with the Services. All right, title and interest in and to the Third-Party Products belong solely to such Third-Party and/or its licensors, as applicable, and Customer is solely responsible for reviewing and accepting any applicable license agreements and/or privacy policies before using such Third-Party Products with the Services. Inkless makes no representations, guarantees or warranties whatsoever regarding the use, content, legality or sufficiency of Third-Party Products, and does not provide support for Third-Party Products or services, whether or not they are designated as "approved" or "certified". By electing to use a Third-Party Service in connection with a Service, Customer authorizes and directs Inkless to share, transmit and permit access to such Customer Data, documents, forms and other data as is necessary for Customer's use of the Third-Party Services. Inkless is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Third-Party Products. Customer is responsible for ensuring that all User access and use of Third-Party Products comply with applicable laws, rules, regulations and contractual obligations.

**2.6 Integration with Third-Party Products.** The Services may contain features designed to integrate or interoperate with Third-Party Products. Inkless does not guarantee the continued availability of such Service interoperability features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Third-Party Product ceases to make the Third-Party Product available for interoperation with the corresponding Service features in a manner acceptable to Inkless.

**2.7 Product Changes.** Inkless retains the absolute right to modify, discontinue, discontinue support for, delete or restrict any aspect, feature or system requirement of a Service without any liability or obligation to Customer; provided, however, that Inkless will notify its customers of any material changes to the Services. If the functionality of the Services is materially decreased by Inkless, then Inkless will act in good faith to make an equitable adjustment to the Fees. For the avoidance of doubt, the discontinuance of a "member benefit" or other Third-Party Arrangement that provides Services or any content (including Forms) for no cost or at reduced cost is NOT a considered a material decrease in the functionality of the Services pursuant to this Section 2.6, and in the event of a change in or discontinuance of the applicable Third-Party Arrangement additional fees may be required for continued use of the Services.

**2.8 Beta Services.** From time to time, Inkless may make Beta Services available to Customer. Customer may, in its sole discretion, choose whether or not to evaluate or use such Beta Services. "Beta Services" means Inkless products, services or functionality that may be made available to Customer subject to the Beta Services Addendum at <https://signinkless.com/legal/Beta> to evaluate Services, which are designated as beta, pilot, limited release, developer preview, evaluation, or by a similar description.

## **3. ACCESS & USE**

### **3.1 User Accounts; Administrators.**

(a) Users will access the Services by means of a specific account (each, a "User Account") using unique User identifications and passwords created by the User (or by an Administrator or Inkless as may be necessary or desirable). Customer

and its Users are solely responsible for the confidentiality and use of their password and their User Account and must provide and maintain current, complete and accurate profile information (including entitlements to licensed Third-Party Products and Third-Party Arrangements) in the Inkless Services. Customer acknowledges and agrees that in no event will Inkless be liable, directly or indirectly, to Customer for any loss or damage as result of any activity that occurs within any User or Administrator accounts.

(b) As applicable, Inkless may issue a username and password for each Administrator of Customer's organization as designated by Customer. Customer may not transfer any Customer or User accounts, including, without limitation, any Administrator accounts, to any third party without Inkless' prior written approval and agrees to promptly deactivate the User account of any individual who is no longer actively affiliated with or employed by Customer. Customer shall not permit more than one person to use any User Account to access the Services or otherwise share login accounts, User identifications or passwords.

**3.2 License Metrics; Validation.** Services are subject to defined metrics (e.g enterprise, named user, concurrent user, geographic location, usage, etc.) and pricing tiers specified in the applicable Sales Order(s) and/or Documentation. Customer understands and agrees that Inkless may, at any time, audit Customer's compliance with applicable license metrics and User authorization (pursuant to Section 5.4 below) or request a periodic certification of compliance signed by an officer of Customer. If Customer or its Users exceeds a contractual usage limit or tier, Customer will pay for excess usage in accordance with this Agreement and the corresponding Sales Order.

**3.3 Subscriptions.** Unless otherwise provided in the applicable Sales Order, (a) Services are purchased as licensed subscriptions for the full term stated in the applicable Sales Order or in the applicable online purchasing portal, (b) subscriptions for additional quantities of Services may be added during a subscription term at Inkless' then-current rates unless the existing Sales Order established set pricing for additional quantities, prorated for the portion of that subscription term remaining, and (c) any added subscriptions will be co-terminus with the underlying subscriptions for that Service and will terminate on the same date.

#### **4. USE OF SERVICES; CUSTOMER RESPONSIBILITIES; RESTRICTIONS.**

**4.1. End User Agreement.** Users must accept the applicable End User Agreement ("EUA") to access and use the Service. In such instances, all Users will agree to and accept the EUA terms via click-through or during User Account set-up or by using the Service, and such EUA terms are deemed incorporated into Customer's and End User's obligations under this Agreement with respect to the applicable Services, as if such terms are fully set forth herein.

**4.2. Use of Service; Customer Responsibilities.** Customer will: (a) be responsible for Users' compliance with this Agreement (including the EUA), the applicable Documentation and Sales Orders, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, and Customer's use of Customer Data and Third-Party Products with the Services, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Customer Data, and notify Inkless promptly of any such unauthorized access or use, (d) use Services only in accordance with this Agreement, Documentation, and the Inkless Acceptable Use Policy (<https://signinkless.com/legal/AUP>). Sales Orders and applicable laws and government regulations, and (e) comply and ensure User compliance with terms of service of any Third-Party Products and services with which Customer uses Services. Any use of the Services in breach of the foregoing by Customer or Users that in Inkless' judgment threatens the security, integrity or availability of Inkless' Services, may result in Inkless' immediate suspension of the affected Services, however Inkless will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension. When the Inkless Embedded Signing method is used and the option to suppress the Signing Complete email is set to true, Customer owns the responsibility to provide access and retention ability of the fully executed document to signer(s). When the Inkless Embedded Signing method is used and the option to suppress the Signing Complete email is set to true, Customer will keep a log of the event when access and retention ability of the fully executed document is provided to signer(s).

**4.3. Usage Restrictions.** Customer will not (a) make any Service or Third-Party Products accessed through the Service available to anyone other than Customer or authorized Users, or use any Service or Third-Party Products for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an or Sales Order or the Documentation, (b) sell, resell, license, sublicense, distribute, rent or lease any Service (or Third-Party Products accessible therein), or include any Service or Third-Party Products in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit malicious code or material in violation of third-party privacy rights, (d) permit direct or indirect access to or use of any Services or Third-Party Products accessed therefrom in a way that circumvents contractual metrics, entitlements or usage limits, or use any Services to access, copy or use any Inkless Intellectual Property except as permitted under this Agreement, (e) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof, (f) use the Service to copy, store or transmit any Third-Party content or material in a manner not permitted by Customer's or its User's applicable agreement with the third party provider of such content or material, (g) remove or alter any trademark or copyright notices on or in the Services, Third-Party Products or any documents, printouts or computer files generated by the Services, or (h) utilize any device, technology, or program to enable access to any part of any Service or accessible Third-Party Products in a manner that has the intent or effect of manipulating or rendering inaccurate any applicable Service license metrics (e.g. multiplexing, screen sharing, remote access, framing, mirroring, etc.) unless specifically permitted in an applicable Sales Order.

**4.4. Authorized Materials.** To the extent Customer or its Users provide or otherwise make available to Inkless any materials to use in connection with the Service (including without limitation forms, data, contracts and other documents), Customer hereby: (a) authorizes Inkless to digitize or otherwise reproduce such materials to the extent necessary to use such materials in connection with the Services (including without limitation permitting Inkless to make the digitized materials available to Customer and Users through internet browser access) and (b) represent and warrant to Inkless that Customer has all rights necessary to permit Inkless

to use such materials as contemplated above, and that such use does not violate the rights of any third party. Customer will not provide or otherwise make available to Inkless any materials which Customer does not have the legal right to use, modify and duplicate.

## **5. FEES AND PAYMENT**

5.1. **Fees.** Customer will pay all fees specified in the applicable Sales Order or SOW ("**Fees**"). Fees do not include charges for internet or network access, charges for wireless network access, or fees related to other subscriptions or licenses required for use of the Services. .

5.2. **Invoicing and Payment Terms.** Except as otherwise specified in the Agreement or in the Sales Order: (a) Fees are quoted and payable U.S. Dollars (or such other currency identified in the Sales Order); (b) Fees are based on Services subscriptions purchased, whether or not fully utilized; (c) quantities purchased cannot be decreased during the relevant subscription term; and (iv) payment obligations are non-cancelable and fees paid are non-refundable. Payment shall be as specified in the applicable Sales Order. Any payment not received by the applicable due date will accrue at the lower of 1.5% of the outstanding balance per month (being 18% per annum), or the maximum rate permitted by law, from the date such payment is due until the date paid.

5.3. **Fee Increases.** Unless otherwise agreed to in the Sales Order, all Fees are subject to change upon 30 days' notice. Fee increases will not impact then-current Sales Orders with rates fixed for a specific term, but will apply to any renewals, modifications or increases in Services or licensed metrics.

5.4. **Audit.** Customer will maintain accurate and detailed records of User count and other license metrics identified in an Sales Order. Inkless has the right to verify Customer compliance with licensed metrics (e.g. User count, transaction count etc.) under the Agreement, or applicable Sales Order. Upon Inkless request, Customer agrees to provide a certification of metrics compliance or usage on a period basis, signed by an executive of Customer. In addition, Inkless shall have the right to audit Customer records for compliance with the Agreement at any time during Customer's normal business hours upon reasonable notice. Should any such certification or audit indicate non-compliance with licensed metrics or underpayment by Customer, Customer will pay any underpaid Fees, and if such underpaid Fees are in excess of five percent (5%) of the total Fees due during the relevant inquiry period, then Customer shall also pay Inkless' reasonable costs of conducting the audit. Amounts owed pursuant to this section are due upon invoice.

5.5. **Suspension of Service and Acceleration.** If any undisputed amount owing by Customer under the Agreement is overdue by thirty (30) days or more, Inkless may, without limiting other available rights and remedies: (a) accelerate Customer's unpaid fee obligations for the unpaid Services so that all such obligations become immediately due and payable; and/or (b) suspend Customer's access (and the access of Users) to and Support for the Services or terminate the Agreement with notice to Customer. Customer will continue to be charged the applicable Fees and other charges for the Services during any such suspension period until the delinquent account is brought into good standing. CUSTOMER UNDERSTANDS AND AGREES THAT IN THE EVENT OF SUSPENSION OR TERMINATION OF ACCESS TO CUSTOMER'S ACCOUNT OR USER ACCOUNTS MAY RESULT IN A LOSS OF CUSTOMER DATA AND THAT REACTIVATION OF SERVICES OR USER ACCOUNTS MAY RESULT IN LOSS OF CONFIGURATIONS, CUSTOMIZATIONS TO SERVICES OR CERTAIN CUSTOMER DATA ASSOCIATED THEREWITH, AND THAT Inkless WILL NOT BE LIABLE TO CUSTOMER IN THE EVENT THAT ANY OF THE FOREGOING ACTIONS ARE TAKEN. Customer also understand that additional fees may apply to reactive Services.

5.6. **Payment Disputes.** Payment disputes must be submitted by Customer in writing within 15 calendar days of the invoice date. Disputed Fees will not be considered past due unless Inkless has conducted an investigation and reasonably concluded that the Fees are correct and there is no basis for the dispute. All undisputed portions of the Fees must be paid in accordance with the Agreement, failing which the undisputed portion of the Fees shall accrue interest in accordance with the Agreement. Any disputed Fees not paid, which are deemed to be correct, are due within fifteen (15) calendar days of dispute resolution. Inkless will not exercise its rights under Section 5.5 if the applicable charges are under reasonable and good-faith dispute and Customer cooperates diligently to resolve the dispute.

5.7. **Taxes.** Fees quoted 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**"). Customer is responsible for paying all Taxes associated with its purchases hereunder and its use of the Services and any Third-Party Products. If Inkless has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Inkless will invoice Customer and Customer will pay that amount unless Customer provides Inkless with a valid tax exemption certificate authorized by the appropriate taxing authority. For the avoidance of doubt, Inkless is solely responsible for taxes assessable against it based on Inkless' income, property and employees.

## **6. TERM AND TERMINATION**

6.1. **Term of Agreement.** Unless earlier terminated by agreement of the Parties or pursuant to Section 6.3 below, this Agreement commences on the Effective Date and continues until all Services hereunder have expired or have been terminated.

6.2. **Service Term(s).** The "Initial Term" of each Service shall be as specified in the applicable Sales Order. Except as otherwise specified in an Sales Order, Service subscriptions will automatically renew for a further period of equal length to the Initial Term (or of such other length as the Parties agree in writing) (a "Renewal Term") unless either Party gives the other written notice (email acceptable) at least sixty (60) days before the end of the relevant Initial Term or Renewal Term, as applicable. Any renewal of promotional or one-time priced Services will be at Inkless' applicable list price in effect at the time of the applicable

renewal, unless otherwise set forth in an signed Sales Order.

6.3. **Termination for Cause.** A Party may terminate this Agreement for cause: (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, 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.

**6.4. Effects of Termination.** Upon termination of this Agreement or a Service hereunder: (a) all Customer and User access to the Service will terminate; (b) any configurations or customizations made to the Services, Customer accounts or User Accounts may be permanently lost; and (c) all Customer Data stored by Inkless may be permanently deleted or destroyed. Upon termination of a Service or the Agreement, Customer or its Users should download or export all Customer Data that Customer or its Users wish to retain prior to the expiration or termination of the Service or Agreement; provided that Inkless may, in its sole discretion, elect to (i) provide post termination access to the Customer Data, or (ii) provide assistance in exporting the Customer Data, or in formatting such Customer Data in a manner different from the standard formats supported by the Services. Inkless may charge additional Fees for the services described in (i) or (ii) above.

**6.5. Refund or Payment upon Termination.** If this Agreement is terminated by Customer for cause in accordance with Section 6.3 above, Inkless will refund Customer any prepaid fees covering the remainder of the applicable Service term of all terminated Sales Orders after the effective date of termination. If this Agreement is terminated by cause by Inkless in accordance with Section 6.3 above, Customer will pay any unpaid fees covering the remainder of the term of all terminated Sales Orders to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Inkless for the period prior to the effective date of termination.

**6.6. Surviving Provisions.** Sections 1, 5, 6.4, 6.5, 7, 8, 9, 10, 11 and 12 will survive any termination or expiration of this Agreement.

## **7. CONFIDENTIAL INFORMATION**

**7.1. Definition of Confidential Information.** "Confidential Information" means all information disclosed by one 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 or the circumstances of its disclosure. Confidential Information of Customer includes Customer Data. Confidential Information of Inkless includes the Services, Inkless products, roadmaps and strategies, and the terms and conditions of this Agreement and Documentation, EULAs and Sales Orders (including pricing). Confidential Information of each Party includes 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 (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

**7.2. Protection of Confidential Information.** As between the Parties, each Party retains all ownership rights in and to its Confidential Information. 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 (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) 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, contractors and agents who need that access for purposes consistent with this Agreement and who have confidentiality agreements or professional obligations 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 Sales Order 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 Section 7. Notwithstanding the foregoing, Inkless may disclose the terms of this Agreement and any applicable Sales Order to a contractor or third party provider to the extent necessary to perform Inkless' obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

**7.3. 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. Nothing herein shall limit or prohibit Inkless from responding to valid participant requests to retrieve e-signature documents to which that participant was a party, a valid request for data disclosure under applicable data privacy laws or regulations, or a subpoena for individual transactional or e-signature documents, all without notice to Customer.

## **8. INTELLECTUAL PROPERTY**

**8.1. Inkless Intellectual Property.** Inkless alone (and its vendors and suppliers, where applicable) shall own all rights, title and interest, including all related Intellectual Property Rights, in and to the Inkless technology and the Services and Customer hereby assign to Inkless any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer relating to the Services or the Inkless technology ("Submissions"). Inkless shall own exclusive rights, including all Intellectual Property Rights, in and to all Submissions. Inkless shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to Customer or Users. In the event that any Intellectual Property Rights in and to Submissions vests in Customer, Customer hereby irrevocably assign to Inkless all of Customer's right, title and Interest in Submissions and hereby waive to and in favor of Inkless any of Customer's moral rights in and to Submissions. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Services, Inkless technology or the Intellectual Property Rights owned by Inkless and its vendors and suppliers. The Inkless name,

the Inkless logo, and the product names associated with the Services are trademarks of Inkless or its suppliers, and no right or license is granted to use them. Customer will not accrue any residual rights to the Inkless technology or Services, including any rights to the Intellectual Property Rights in connection therewith. No rights are granted to Customer other than as expressly set forth in the Agreement.

**8.2. Customer Intellectual Property.** Inkless acknowledges that, as between Inkless and Customer, Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to the Customer Data, provided that Customer acknowledges that third parties, such as Customer's employer, may have concurrent rights to possession and/or use of such Customer Data. Customer hereby grants to Inkless a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, modify, adapt, publish, translate, sublicense, distribute, perform, store, transmit, reproduce, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Inkless to provide the Services to Customer and Users, and to provide Customer or Users, within the Services, information about other Inkless products and Services or third party products or services that might be of interest. Customer's name, logo, and the names of its realty brands are trademarks of Customers or its Affiliates, and no right or license is granted to use them, except that Inkless may list or display Customer's name and logo as required to deliver the Services, in customer lists and promotions, or as otherwise agreed to by Customer in writing.

**8.3. Protection of Customer Data.** Except as otherwise expressly authorized in the Agreement, Inkless will not disclose Customer Data to third parties, except: (i) as expressly authorized by Customer or Users in connection with Customer or its Users use of the Services or Third-Party Products; or (ii) as necessary to provide the Services to Customer and/or Users, or to comply with the Agreement or a valid request of a governmental or regulatory body, subpoena, or court order (iii) in connection with a User directed or initiated disclosure or data transfer (including user or participant requests for e-signature documents), including transfers to a party with concurrent rights in such Customer Data. Inkless will back up Services and Customer Data from time to time in accordance with Inkless' then-current back up policies and procedures for each Service; Customer understands that not all Services and Customer Data hosted on third party infrastructures or platforms will be backed up due to technical or fiscal feasibility.

**8.4. Aggregated Data.** Customer hereby grants to Inkless a worldwide, perpetual, fully-paid, royalty-free and irrevocable right and license to use Customer Data to extract certain information on an Aggregate Basis ("Aggregated Data") to create derivative works therefrom (including the right to prepare comparative benchmark reports). "Aggregate Basis" means that Inkless combines parts of information collected or processed from Customer that does not contain Customers name or the names of Inkless' other customers that use the Services and in a manner that does not disclose any individually identifiable information about Customer, Users or their respective customers. Customer understands and agrees that Inkless own and may disclose and publish Aggregate Data on an Aggregate Basis to any party through any means, including, without limitation, through market research reports, case studies, press releases, advertising or similar communications. For greater certainty, this Section 8.4 does not permit Inkless to disclose Customer Data other than on an Aggregate Basis, except with Customer's express written consent.

## **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. Inkless Warranty.** Inkless warrants that during an applicable subscription term, the Services will perform materially in accordance with the applicable Documentation. For any breach of the above warranty, Customer's exclusive remedies is correction of any material deviation.

**9.3. Exclusions.** Inkless is not responsible for any claimed breach of any warranty set forth in Section 9.2 caused by: (i) modifications made to the Inkless Software or the SaaS Environment by anyone other than Inkless; (ii) the combination, operation or use of the Inkless Services with any items not certified by Inkless; (iii) Inkless' adherence to Customer's specifications or instructions; (iv) errors or issues caused by or related to Internet connections; or (v) Customer deviating from any operating procedures described in the Documentation.

**9.4. Inkless Not Party to User Transactions.** Customer acknowledges and agrees that Inkless: (a) is not and shall not be deemed a party to any transaction or document created or stored using the Services by Customer or any third party; (b) makes no representations or warranties and shall not be liable for the content, validity, legality, enforceability, accuracy, suitability, or appropriateness of the Services for any document or transaction created therewith.

**9.5. Disclaimer of Warranties.** EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTION 9.2 ABOVE, THE SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. Inkless SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9.2 ABOVE, INKLESS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

**9.6. Data and Access Disclaimer.** Inkless DISCLAIMS ANY RESPONSIBILITY FOR THE DELETION, THE FAILURE TO STORE, THE MISDELIVERY, OR THE UNTIMELY DELIVERY OF ANY INFORMATION OR MATERIAL INCLUDING, WITHOUT LIMITATION, ANY OF CUSTOMER DATA. Inkless FURTHER DISCLAIMS ANY RESPONSIBILITY FOR ANY LOST OR DELETED DATA CAUSED BY MAINTENANCE OF THE SERVICES OR THE TECHNOLOGY THAT UNDERLIES THE SERVICES, FAILURES OF THIRD-PARTY SERVICE PROVIDERS (INCLUDING TELECOMMUNICATIONS, HOSTING, AND POWER PROVIDERS), COMPUTER VIRUSES, NATURAL DISASTERS OR OTHER DESTRUCTION OR DAMAGE OF OUR FACILITIES, ACTS OF

NATURE, WAR, CIVIL DISTURBANCE, OR ANY OTHER CAUSE BEYOND ITS REASONABLE CONTROL.

## **10. MUTUAL INDEMNIFICATION.**

10.1. **Indemnification by Inkless.** Inkless will defend Customer and its Affiliates against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Service as delivered by Inkless infringes or misappropriates such third party's Intellectual Property Rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Inkless in writing of, a Claim Against Customer, provided Customer (a) promptly gives Inkless written notice of the Claim Against Customer, (b) gives Inkless sole control of the defense and settlement of the Claim Against Customer (except that Inkless may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives Inkless all reasonable assistance, at Inkless' expense. If Inkless receives information about an infringement or misappropriation claim related to a Service, Inkless may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, subject to Inkless' warranties under Section 9.2 above, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for that Service upon thirty (30) days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Inkless, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Third-Party Products, or from Services under an Sales Order for which there is no charge; (IV) a Claim against Customer arises from Customer's breach of this Agreement, Documentation or applicable Sales Order; or (V) a Claim Against Customer that results from any Service that is modified, altered or reconfigured by Customer or at the direction of Customer.

10.2. **Indemnification by Customer.** Customer will defend Inkless and its Affiliates against any claim, demand, suit or proceeding made or brought against Inkless by a third party (a) alleging that the combination of a Third-Party Product or configuration provided by Customer and used with the Services, infringes or misappropriates such third party's Intellectual Property Rights, or (b) arising from (i) Customer's use of the Services or Third-Party Products in an unlawful manner or in violation of the Agreement, Documentation, or Sales Order, (ii) any Customer Data or Customer's use of Customer Data with the Services, or (iii) any Third-Party Products provided by Customer (each a "Claim Against Inkless"), and will indemnify Inkless from any damages, attorney fees and costs finally awarded against Inkless as a result of, or for any amounts paid by Inkless under a settlement approved by Customer in writing of, a Claim Against Inkless, provided Inkless (A) promptly gives Customer written notice of the Claim Against Inkless, (B) gives Customer sole control of the defense and settlement of the Claim Against Inkless (except that Customer may not settle any Claim Against Inkless unless it unconditionally releases Inkless of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against Inkless arises from Inkless' breach of this Agreement, Documentation or applicable Sales Orders.

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 third-party claim described in this Section.

## **11. LIMITATION OF LIABILITY.**

11.1. **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, REVENUES OR GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OR INACCURACY OF DATA, LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY (INCLUDING NEGLIGENCE), AND WHETHER OR NOT THE PARTY HAS 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 CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER OR THE EXTENT PROHIBITED BY APPLICABLE LAW.

11.2. **Limitation of Liability.** EXCEPT FOR (A) PAYMENT OF FEES, OR (B) A PARTY'S INDEMNIFICATION OBLIGATIONS, 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 OR PAYABLE BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) 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 CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE OR LIMIT EITHER PARTY'S RESPECTIVE INDEMNIFICATION OBLIGATIONS IN SECTION 10 ABOVE

## **12. GENERAL PROVISIONS.**

12.1. **Export Compliance.** The Services, Third-Party Products, other Inkless technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Inkless and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Third-Party Products in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

12.2. **Anti-Corruption.** Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other Party in connection with this Agreement. Reasonable gifts and entertainment

provided in the ordinary course of business do not violate the above restriction.

12.3. **Governing Law; Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Texas. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Dallas and County of Dallas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

12.4. **Entire Agreement; Order of Precedence.** This Agreement (including all incorporated attachments, URLs, Sales Orders and Documentation) is the entire agreement between Inkless and Customer regarding Customer's use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The Parties agree that any term or condition stated in a Customer purchase order, policy, questionnaire or in any other Customer documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (i) the applicable Sales Order or SOW, (ii) an applicable Addendum, (iii) the applicable EUA, (iv) this Agreement, and (v) the applicable Documentation.

12.5. **Construction; Counterparts.** The Parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor or against either Party, and that any ambiguity shall not be interpreted against the drafting Party. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement. Words in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. Wherever the term "including" is used, it shall mean "including, but not limited to". This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

12.6. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be accomplished as originally contemplated to the greatest extent possible.

12.7. **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. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

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

12.9. **Waiver.** No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. No waiver of any of the provisions of the Agreement shall waive any other provision hereof unless specifically referenced.

12.10. **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 (including all Sales Orders), 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 the non-assigning Party may terminate this Agreement upon written notice. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

12.11. **Force Majeure.** Neither party to the Agreement shall be liable to the other for any failure or delay in performance by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, failure of underlying services/providers, governmental action or terrorism, or vandalism or "hacker" attacks, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party hereto and uses reasonable efforts to overcome such circumstances. Any failure occasioned by the foregoing shall be remedied as soon as reasonably possible.

12.12. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing or by email and addressed to the Parties as set forth in the Sales Order. All Notices are deemed received when delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email to the appropriate notice address below (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).