



# Master Software License Agreement (MSLA)

## 1. **PART 1 - GoSignMeUp General Terms**

BY DOWNLOADING, INSTALLING, COPYING, ACCESSING, OR USING THE PROGRAM YOU AGREE TO THE TERMS OF THIS AGREEMENT AND ALL APPLICABLE SCHEDULES AND ADDENDUM REFERENCED BELOW. IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF ANOTHER PERSON OR A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND THAT PERSON, COMPANY, OR LEGAL ENTITY TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS,

- DO NOT DOWNLOAD, INSTALL, COPY, ACCESS, OR USE THE PROGRAM; AND

- PROMPTLY RETURN THE PROGRAM AND SOFTWARE LICENSE ENTITLEMENT TO THE PARTY FROM WHOM YOU ACQUIRED IT TO OBTAIN A REFUND OF THE AMOUNT YOU PAID. IF YOU DOWNLOADED THE PROGRAM, CONTACT THE PARTY FROM WHOM YOU ACQUIRED IT.

**Program** is the following, including the original and all whole or partial copies: 1) machine-readable instructions and data, 2) components, 3) audio-visual content (such as images, text, recordings, or pictures), 4) related licensed materials, and 5) license use documents or keys, and documentation.

**Software License Entitlement (SLE) Order Letter** is evidence of:

- Your authorization to use a Program at a specified level. That level may be measured, for example, by the number of servers, users or registrants.
- Your evidence of eligibility for warranty and potential special or promotional pricing or program packaging
- Your payment obligation and payment terms for software, services, support, etc.

The SLE Order Letter is signed by client to purchase a Program and serves as the Agreement for clients that must issue a Purchase Order. If GoSignMeUp does not provide You with a SLE, then GoSignMeUp may accept the original paid sales invoice or other sales record from the party (either GoSignMeUp or its reseller) from whom You acquired the Program, provided that it specifies the name of the Program and the usage level acquired.

**Software License Schedule (SLS)** is an included Schedule to this MSLA that provides information specific to the licensing use and compliance of a Program.

**Program Support Schedule (PSS)** is an included Schedule of this MSLA that provides information specific to the maintenance, support and upgrade assurance of a Program

**Professional Services Agreement (PSA)** is an included Agreement to this MSLA that provides information specific to professional consulting services and service deliverables performed by GoSignMeUp Corporation on a Program.

"You" and "Your" refer either to an individual person or to a single legal entity.

This Master Software License Agreement includes:

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|---|---|
| Part 1 – The General Terms in this MSLA;          | Part 4 – Program Support Schedule;        |
| Part 2 –Software License Entitlement Order Letter | Part 5 - Professional Services Agreement; |
| Part 3 - Software License Schedule                |   |

and combined is the complete agreement between You and GoSignMeUp regarding the use of the Program. It replaces any prior oral or written communications between You and GoSignMeUp concerning Your use of the Program. The terms of Your Software License Entitlement Order Letter, Part 2 or Part 3 may replace or modify those of Part 1. To the extent there is a conflict between the terms of Part 1 and Part 2 or 3, the terms of the latter agreements prevail.

## 2. **Entitlement License**

The Program is owned by GoSignMeUp, and is copyrighted and licensed, not sold.

GoSignMeUp grants You a nonexclusive license to use the Program when You lawfully acquire it.



## Master Software License Agreement (MSLA)

You may 1) use the Program up to the level of use specified in the SLE and 2) make and install copies, including a backup copy, to support such use. The terms of this license apply to each copy You make. You will reproduce all copyright notices and all other legends of ownership on each copy, or partial copy, of the Program.

If You acquire the Program as a program upgrade, after You install the upgrade You may not use the Program from which You upgraded or transfer it to another party.

You will ensure that anyone who uses the Program (accessed either locally or remotely) does so only for Your authorized use and complies with the terms of this Agreement.

You may not 1) use, copy, modify, or distribute the Program except as provided in this Agreement; 2) reverse assemble, reverse compile, or otherwise translate the Program except as specifically permitted by law without the possibility of contractual waiver; or 3) sublicense, rent, or lease the Program.

GoSignMeUp may terminate Your license if You fail to comply with the terms of this Agreement. If GoSignMeUp does so, You must destroy all copies of the Program and its SLE.

### **Money-back Guarantee**

If for any reason You are dissatisfied with the Software Program and You are the original licensee, You may obtain a refund of the Software License amount You paid for it; if within 30 days from initial program purchase date. Purchase date is the earlier of the order letter signature date, purchase order issue date, or invoice date. You return the Program and its SLE to the party from whom You obtained it. If You downloaded the Program, You may contact the party from whom You acquired it for instructions on how to obtain the refund. Thereafter, customer accepts full and irrevocable acceptance of the Program and the agreed license fees for Program.

### **Program Transfer**

You may transfer a Program and all of Your license rights and obligations to another party only if that party agrees to the terms of this Agreement. When You transfer the Program, You must also transfer a copy of this Agreement, including the Program's SLE. After the transfer, You may not use the Program. In this event, You must notify GoSignMeUp in writing and receive written approval prior to such Program Transfer.

### **3. Charges**

The amount payable for a Program license varies depending upon the terms of the Software License Entitlement and the Program License scope. One-time charges are based on the level of use acquired which is specified in the SLE. GoSignMeUp does not give credits or refunds for charges already due or paid, except as specified elsewhere in this Agreement.

If You wish to increase the level of use, notify GoSignMeUp or the party from whom You acquired it and pay any applicable charges. If any authority imposes a duty, tax, levy or fee, excluding those based on GoSignMeUp's net income, upon the Program, then You agree to pay the amount specified or supply exemption documentation. You are responsible for any personal property taxes for the Program from the date that You acquire it.

### **4. Limited Warranty**

GoSignMeUp warrants that when the Program is used in the specified operating environment it will conform to its specifications. The warranty applies only to the unmodified portion of the Program. GoSignMeUp does not warrant uninterrupted or error-free operation of the Program or that GoSignMeUp will correct all Program defects. You are responsible for the results obtained from the use of the Program.



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GoSignMeUp requires new customers to include access to GoSignMeUp's maintenance and upgrade support program for one (1) year from date of purchase. Thereafter, You must continue to pay for Support at agreed to or prevailing rates.

### 5. **Limitation of Liability**

Circumstances may arise where, because of a default on GoSignMeUp's part or other liability, You are entitled to recover damages from GoSignMeUp. In each such instance, regardless of the basis on which You may be entitled to claim damages from GoSignMeUp, (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), GoSignMeUp is liable for no more than 1) damages for bodily injury (including death) and damage to real property and tangible personal property and 2) the amount of any other actual direct damages up to the charges paid by You for the Program that is the subject of the claim.

This limitation of liability also applies to GoSignMeUp's Program developers and suppliers. It is the maximum for which they and GoSignMeUp are collectively responsible.

UNDER NO CIRCUMSTANCES IS GoSignMeUp, ITS PROGRAM DEVELOPERS OR SUPPLIERS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

- A. LOSS OF, OR DAMAGE TO, DATA;
- B. SPECIAL, INCIDENTAL, OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR;
- C. LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### 6. **General**

- A. Nothing in this Agreement affects any statutory rights of consumers that cannot be waived or limited by contract.
- B. In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement remain in full force and effect.
- C. You agree to comply with all applicable export and import laws and regulations.
- D. Neither You nor GoSignMeUp will bring a legal action under this Agreement more than two years after the cause of action arose unless otherwise provided by local law without the possibility of contractual waiver or limitation.
- E. Neither You nor GoSignMeUp is responsible for failure to fulfill any obligations due to causes beyond its control.
- F. This Agreement will not create any right or cause of action for any third party, nor will GoSignMeUp be responsible for any third party claims against You except, as permitted by the Limitation of Liability section above, for bodily injury (including death) or damage to real or tangible personal property for which GoSignMeUp is legally liable.

### 7. **Governing Law, Jurisdiction, and Arbitration**

Both You and GoSignMeUp consent to the application of the laws of the state of California to govern, interpret, and enforce all of Your and GoSignMeUp's rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.