



Professional Services Agreement (PSA)

PART 5 – GoSignMeUp Professional Services Agreement (PSA)

The Professional Services listed below are offered under the following terms and conditions in addition to those of the Master Software License Agreement (MSLA) Terms and Conditions.

1. **Services Defined.** The professional consulting services and deliverables performed or delivered by GoSignMeUp under this Agreement may include, but are not limited to: consulting, special studies, installation evaluations, programming and documentation, application design and development, systems analysis and design, conversions and implementation planning (collectively referred to as the "Services").
 - A. **Customer Orders.** During the term of this Agreement, Customer may submit orders for Services to GoSignMeUp. Upon acceptance by GoSignMeUp, each order will become part of and be subject to the terms and conditions of this Agreement.
 - B. **Statement of Work.** Prior to GoSignMeUp's acceptance of each order issued by Customer, the parties will mutually agree to a statement of work or other similar document as the parties mutually determine ("SOW"), containing the tasks, deliverables, acceptance of deliverables, schedule for performance, and pricing for the specified Services. The Statement of work may be detailed in the Order Letter format, or a separate document attached to the Order Letter document. The SOW may only be amended by mutual written agreement. If there is any conflict of terms between this Agreement and an SOW, then the SOW's terms control, but only for the Services delivered under that SOW.
 - C. **Hours of Service.** Services will be provided during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday PST (Customer local time for on-site Services), excluding GoSignMeUp holidays, or at other times as may be set forth in the SOW. Customer may request in writing extended hours beyond the normal hours of service at the prevailing surcharge rates.
 - D. **Customer Obligations.** Customer will furnish to GoSignMeUp, at Customer's expense, all technical data and information as GoSignMeUp may determine to be necessary to furnish Services. Customer will grant access to its GoSignMeUp system at times and so configured as may be required for the adequate delivery of the Services.
 - E. **Delivery of Services.** GoSignMeUp will use commercially reasonable efforts to deliver Services, but GoSignMeUp is not responsible for any delays resulting from circumstances beyond its control.
2. **Term.** This Agreement is effective as of the Effective Date and will remain in effect until terminated by 30 days prior written notice from either party or as otherwise provided for in this Agreement. Completion of any ordered Services or the absence of orders for additional Services will not terminate this Agreement. It is the intent of the parties to keep this Agreement in effect in the event of future orders for Services.
3. **Fees for Services**
 - A. **Payment of Fees.** Customer will pay GoSignMeUp for all Services in accordance with the fee payment schedule listed in the Order Letter or SOW document. When applicable, reasonable travel, subsistence, and lodging will be documented in a SOW and subsequently billed in accordance with GoSignMeUp's travel policy. Additionally, Customer will reimburse GoSignMeUp for any special or unusual expenses incurred due to Customer's specific written request and approval.
 - B. **Invoices.** Customer will be invoiced in accordance with the Order Letter or SOW payment schedule. Unless otherwise agreed, all fixed bid services are invoiced in full upon order date and are due and payable in full upon receipt of invoice. Invoices not paid within 30 days of the due date will have a 1 % per month interest charge (or the highest lawful rate, whichever is greater) assessed against the unpaid balance starting on the 31st day after the invoice date and continuing until the date payment is received. Customer will pay all costs GoSignMeUp incurs to collect any overdue accounts (including reasonable attorney's fees).



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- C. Taxes. All fees and rates are exclusive of all sales, use and like taxes. Taxes are the responsibility of Customer and, if applicable, will be billed to Customer as a separate line item on each invoice.

4. Change Orders and Stop Work Notices

- A. Change Order. If either party desires for any reason to change the scope of the Services in an SOW, that party (referred to for convenience as the "requesting party") must submit to the other party (referred to for convenience as the "receiving party") a written request for a change to the scope of the Services (a "Change Order"). Each Change Order must set forth in reasonable detail the nature of the change in the Services being requested, the recommended change in personnel or other deliverables, any change in price, and any impact the Change Order will have on the SOW schedule. The receiving party will use commercially reasonable efforts to review and respond to the Change Order within 10 business days after receipt. The receiving party may approve, propose modifications to or reject the Change Order, but will not unreasonably reject a Change Order. If the receiving party rejects a Change Order, it will provide a written response to the requesting party within the 10-day response period that details the reasons for the denial. If the parties fail to agree on a Change Order, GoSignMeUp will continue to provide Services per the terms of the original SOW. GoSignMeUp has the right to allocate its resources to the extent necessary to achieve a mutually agreed to service level. All changes to an SOW must be documented in writing and signed by the parties.
- B. Stop Work Order. If Customer issues a written stop work notice or a request for suspension of performance, then upon receipt GoSignMeUp will immediately cease all work under the applicable SOW. Any resumption of the Services will require both parties agreement in writing, including any changes or amendments to the impacted SOW.

- 5. **Supervision.** While present on the Customer's premises and performing Services, GoSignMeUp will conform to Customer's published policies and procedures that are made known to GoSignMeUp. GoSignMeUp will also abide by Customer's directions that are consistent with fulfillment of an SOW.

6. Proprietary Information

- A. Customer Information Protected. During the performance of Services under this Agreement, Customer may, from time to time, disclose to GoSignMeUp certain information regarding Customer's technical, financial, statistical, client and personnel data, (collectively "Information"). Customer will at all times retain ownership of its Information. Any Information that is submitted in writing to GoSignMeUp by the Customer and clearly marked as confidential will be protected by GoSignMeUp against unauthorized disclosure by using the same degree of care and discretion that GoSignMeUp uses with similar Information that GoSignMeUp does not want disclosed to third parties, but no less than reasonable care. However, GoSignMeUp is not required to protect Information that: (a) is or becomes publicly available; (b) is already in GoSignMeUp's possession; (c) is independently developed by GoSignMeUp outside the scope of this Agreement; or (d) is rightfully obtained from third parties. GoSignMeUp's obligations under this Section 6.A immediately cease upon return of the Information to Customer.
- B. Unprotected Information. Nothing in this Section 6.B will in any way diminish GoSignMeUp's obligations under Section 6.A. GoSignMeUp is not required to protect any ideas, concepts, know-how, or techniques acquired during performance of Services.
- C. GoSignMeUp Proprietary Information. Certain information and materials delivered by GoSignMeUp under an SOW (e.g., Data) are confidential, may constitute GoSignMeUp's proprietary trade secrets, and are furnished solely to assist Customer under the SOW. All GoSignMeUp confidential and proprietary information will be so marked and Customer will not reproduce or copy the information except as is reasonable and necessary under the SOW.

7. Ownership and License Grant



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- A. Ownership. Title to and ownership of all written material, including all software, magnetic disks, tapes, listings, documentation, and all deliverables created for Customer (collectively referred to as "Data") first developed or created by GoSignMeUp and all proprietary rights therein will at all times remain with GoSignMeUp.
- B. License Grant. GoSignMeUp, subject to the payment by Customer of all fees related to the Services, grants to Customer a personal, nonexclusive, non-transferable license to use the Data furnished to Customer under this Agreement. Any standard GoSignMeUp software products (and related documentation), even if listed as a deliverable under an SOW, must be licensed from GoSignMeUp under a separate software license agreement. Except and to the extent expressly provided in this Section 7.B, no license or other right is transferred or granted to Customer, including any license by implication, estoppel or otherwise, under any patent, trade secret, trademark or copyright.

8. Consultants

- A. No Restriction. "Consultant" means, but is not limited to, a GoSignMeUp project manager, architect, consultant, subcontractor or any other classification now or in the future used by GoSignMeUp to classify its professional services personnel. The parties recognize that GoSignMeUp Consultants provided under this Agreement may perform similar Services from time to time for other companies. Accordingly, this Agreement does not prevent GoSignMeUp from performing similar Services for other companies nor restrict GoSignMeUp's use of any Consultant. GoSignMeUp will make every effort consistent with sound business practices to honor the specific request of the Customer with regard to the assignment of a Consultant; however, GoSignMeUp reserves the right to determine each assignment of its Consultants. If a GoSignMeUp Consultant is unable to perform Services due to illness, resignation or other causes beyond GoSignMeUp's reasonable control, GoSignMeUp may replace, as expeditiously as possible, the Consultant with a comparably qualified Consultant.
- B. Soliciting Consultants Prohibited. Customer acknowledges that GoSignMeUp Consultants are highly important to the success of GoSignMeUp in fulfilling its obligations under this Agreement. Accordingly, at any time during the term of this Agreement and for a period of 12 months after completion of the Services, Customer will not, either directly or indirectly, solicit, divert or hire, or attempt to solicit, divert or hire any GoSignMeUp Consultant engaged in providing Services. If Customer is in any way approached by a GoSignMeUp employee for employment in Customer's organization, then Customer must inform the employee that Customer will not consider their employment for the period referenced above without the express written permission of GoSignMeUp.
- C. Damages for Hiring Consultants. Customer acknowledges that Consultants are trained and provided with specific knowledge to conduct GoSignMeUp Services. Customer also acknowledges that GoSignMeUp's loss of a Consultant would constitute damages to GoSignMeUp that are difficult to quantify. If Customer hires any GoSignMeUp Consultant in breach of its obligations under Section 8.B, Customer will pay to GoSignMeUp a transfer fee equal to 50% of the Consultant's annualized gross compensation while working for GoSignMeUp.

9. Disclaimer of Warranty

There are no warranties express or implied, including any warranty against infringement, regarding the Services or Data furnished under this Agreement. GoSignMeUp disclaims any implied warranties of merchantability or fitness for a particular purpose. GoSignMeUp does not warrant the result of Services or that they will meet Customer's requirements.

10. Termination

- A. Mutual Right to Terminate. Either party has the right to terminate this Agreement upon the occurrence of any of the events listed below if the event is not cured within 30 days of receipt of written notice from the party intending to terminate this Agreement:



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- (a) failure to perform or observe any obligations under this Agreement, (including, timely payment of any sums due to GoSignMeUp); (b) admission in writing of inability to pay debts generally as they become due, or execution of an assignment or similar document for the benefit of creditors; (c) the appointment of a receiver, trustee in bankruptcy or similar officer for the equity or assets; or (d) assignment of this Agreement without the prior written consent of the other party.
- B. No Exclusive Remedy. Termination is not either party's exclusive remedy and no termination will adversely affect any claim, right or action that either party may have for damages or otherwise against the other party regarding any failure to perform or observe its obligations under this Agreement.
- C. Termination for Breach. Effective on written notice, either party has the right to terminate any SOW under this Agreement if a party fails to perform or observe any of its material obligations under the SOW or under this Agreement.

11. General

- A. Limitation of Liability. Except as expressly provided otherwise in this Agreement, an SOW, or by law, GoSignMeUp will not be liable for any loss or damage claimed to have resulted from the use, operation or performance of the Services, regardless of the form of action. In no event will GoSignMeUp be liable to Customer for: (a) any special, indirect, incidental or consequential damages, (even if GoSignMeUp has been advised of the possibility thereof); (b) any damages resulting from latent defects, loss of data or profits; or (c) any claim, whether in contract or tort, that arose more than one year prior to institution of suit thereon. GoSignMeUp will only be liable to Customer for actual damages to tangible or real property, or bodily injury directly resulting from GoSignMeUp's gross negligence or intentional misconduct. Under this Agreement, GoSignMeUp's cumulative liability is limited to and will never exceed the lesser of the fees paid under this Agreement or as permitted by law.
- B Independent Contractor. It is the intention of the parties that GoSignMeUp and Consultants are and remain independent contractors and are not employees, agents, or partners of Customer. Nothing in this Agreement will be interpreted as creating the relationship of employer and employee between GoSignMeUp (or its Consultants) and Customer.
- C. Assignment. Customer may not assign, voluntarily or by operation of law, any of its rights or obligations in this Agreement except with GoSignMeUp's prior written consent. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.
- D. Waiver, Amendment or Modification. The parties' rights and remedies are separate and cumulative. The waiver, amendment, or modification of any right, power, remedy, or term of this Agreement will not be effective unless in writing and signed by both parties' authorized representatives.
- E. Force Majeure. If any cause beyond GoSignMeUp's reasonable control prevents GoSignMeUp from performing by a given date or time, GoSignMeUp's performance will be automatically postponed for so long as that condition exists.
- F. Choice of Law. The laws of the State of California will govern the construction and operation of this Agreement without regard to California's conflict of law's provisions.
- G. Severability. The invalidity of any provision of this Agreement will not affect the validity and binding effect of any other provisions.