Napa County Agmt. No. 20017 2 B A 1

readysign securedocs contractworks

SecureDocs Inc.
7127 Hollister Avenue
Suite 25A -320
Goleta, CA 93117
(866) 700 7975
www.securedocs.com
Tax ID: 46-4353534

ORDER FORM

Contact Name	Summer Isham	Effective Date	7/1/2022
Email	summer.isham@countyofnapa.org	Payment Type	ACH
Bill To Name	Napa County Health and Human Services Agency	Terms	Net 30
		Prepared By	Parker Eliot
Bill To	2751 Napa Valley Corporate Drive Napa, CA 94559 United States	Email	parker.eliot@securedocs.com

Product	Sales Price	Quantity	Total Price
ContractWorks Enterprise - 12 month subscription	$12,000.00	1.00	$12,000.00

(Plus Sales Tax, if applicable)	Total Price	$12,000.00

Terms and Conditions

The Services are subject to the terms contained in this Order Form and Secure Docs' Terms of Service which are attached below. By executing this Agreement, the undersigned certifies that (i) the undersigned is a duly authorized agent of Customer, and (ii) the Customer has read the SecureDocs Terms of Service and will take all reasonable measures to enforce them within the Customer's organization.

Signatures

Customer Signature

Name: Belia Ramos

Title: Chair

Company: Napa County Board of Supervisors

Date:

Signature:

SecureDocs Signature

Name: **Mark Weidick**

Title: **President - Commercial**

Company: **Onit, Inc.**

Date: **01/20/2023**

Signature: *Mark Weidick*
F3725FA7FA74ABDB1BD4355A0968C2DB   securedocs

APPROVED AS TO FORM
Napa County Counsel
By: _John L. Myers_
Date: 10/31/22
Doc Title: SecureDocs. 7/1/22- 6/30/22

Napa PL No. 83336

SECUREDOCS TERMS OF SERVICE

These terms and conditions and any other terms referred to herein, including the Data Protection Addendum and any Order Form ("**Terms**") are between the person or organization ("**Customer**" or "**you**") subscribing to the Services described below which are provided by SecureDocs, Inc. ("**SecureDocs**," "**our**," or "**we**"). By subscribing to, or accessing and using the Service, you represent that you have the authority to bind the Customer, and you agree to be bound by these Terms which govern access and use of our Services. For the purpose of these Terms, "**you**" applies to the company or other entity of which you are an employee, consultant or agent. If you do not agree to these Terms, you should not use any of the Services. The "**Effective Date**" of these Terms is the date you first access the Service.

1. **Services.** We offer the SecureDocs Service, ContractWorks Service, and Electronic Signature (each as defined below and collectively the "**Services**") Services through our proprietary software-as-a-service platform that we host for our customers. You agree to use the Services in compliance with the terms and conditions of these Terms. We reserve the right to enhance or modify features of the Services at any time, but we will not materially reduce core functionality unless we provide you with prior written notice. Any additional Services you order will be subject to these Terms. For the purpose of these Terms, "**Content**" means any of your, your users', or recipients' files, eContract, documents, and other information that is uploaded to your Service account for storage, or that is used, presented, or shared with third parties in connection with the Service.

    1.1. **SecureDocs.** The SecureDocs service lets users securely store and access Content in a virtual data room ("**SecureDocs Service**").

    1.2. **ContractWorks.** The ContractWorks contract management service lets users securely store, share, and tag Content online and generate reports ("**ContractWorks Service**").

    1.3. **Electronic Signature Feature.** The Services may also include access to Electronic Signature, our hosted online electronic signature service ("**Electronic Signature**") that allows Authorized Users to electronically send, sign, track, and manage documents that you or your Authorized Users upload or transmit for signing ("**eContract**"). Any use of Electronic Signature is subject to the additional terms set forth below.

2. **Customer Support.** Provided you are current in payment of all undisputed fees, we will use commercially reasonable efforts to provide technical support services to you and your authorized users at no additional charge. A client services representative will be assigned to your support issues. Our standard support is available 24 x 7, excluding major U.S. holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Year's Day. You may contact customer support by emailing us at support@securedocs.com for the SecureDocs Service, or support@contractworks.com for the ContractWorks Service.

3. **Training.** Provided you are current in payment of all undisputed fees we will provide remote, live, or recorded training sessions to your authorized users at no additional charge. We also make tutorials available on the Help and Training section of our website. Please contact us at support@securedocs.com for the SecureDocs Service, or support@contractworks.com for the ContractWorks Service for more information about training.

4.   Your Rights and Restrictions.

4.1.   Grant of Rights. Subject to these Terms, we grant you a non-exclusive, non-transferable, limited right to use the Service to which you have subscribed solely for business and professional purposes.

4.2.   Your Responsibilities.

(a)   You are solely responsible for (i) all use of the Services by you, your authorized or invited users, and any individual or organization that receives, accepts, signs, or transmits an eContract through Electronic Signature (together, **"Authorized Users"**); (ii) the accuracy, legality, and appropriateness of all Content that you submit to the Service; (iii) providing notices or obtaining consent from your Authorized Users, as legally required in connection with the Services; (iv) preventing unauthorized access to, or use of, the Service; (v) compliance with all applicable laws in using the Service, and as may be applicable to the Content and use of the Services by you and your Authorized Users.

(b)   It is your responsibility to remove access to the Services if the authorized status of a user or designated employee changes. If your affiliates use our Services, you warrant that you have the authority to bind those affiliates and you will be liable if your affiliates do not comply with these Terms.

(c)   It is your responsibility to ensure that you comply with the terms as set out in our Data Protection Addendum where (i) SecureDocs processes personal data on your behalf where you are established in the European Economic Area or (ii) where SecureDocs processes personal data of data subjects located in the European Economic Area on your behalf.

4.3.   Restrictions. By using our Services, you agree on behalf of yourself and your Authorized Users, not to (i) disassemble, reverse engineer, modify, or create derivate works of any Services; (ii) sell, distribute, or otherwise make the Services available to any third party; (iii) use the Services in violation of these Terms or applicable laws or regulations; (v) circumvent or disable any security features or other aspect of the Services or, in any manner, attempt to gain unauthorized access to the Services, systems, or networks; (vi) use the Services to transmit harassing, fraudulent, or unlawful material, or to store or transmit material in violation of third-party privacy rights; (vii) use the Services to store or transmit any material that may infringe the intellectual property or other rights of third parties; or (viii) knowingly or negligently use the Services in a way that abuses or disrupts our networks, user accounts, or the Services. We may suspend your access to the Services or terminate these Terms if you or your Authorized Users are using the Services in a manner that is likely to cause us harm.

4.4.   Use Limitations. You understand that the Services are not meant as a backup solution, replacement for a file server, or to store non-business documents such as systems software or large media files. You are responsible for maintaining backup copies of your Content. We reserve the right to place reasonable storage or bandwidth limits on your account or the Services if we reasonably determine that you are misusing the Services.

4.5. **Reservation of Rights.** No other rights are granted except as expressly set forth in these Terms. The Services are provided on a subscription basis, and these Terms are not a sale, and do not convey any rights or ownership in, or to, any of the Services or underlying software. You acknowledge that we or our licensors retain all proprietary right, title, and interest in the Services, our name, logo or other marks, and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto.

5. **Your Content and Data.**

5.1. **Your Content.** You retain all rights to your Content, and we do not own, license, or have control over your Content. You grant us a non-exclusive, worldwide, royalty-free, license to use, modify, reproduce, and distribute your Content, only as required to provide the Services to which you have subscribed, and you warrant that: (i) you have the right to grant us the license, and (ii) none of your Content infringes on the rights of any third party. Each party agrees to apply reasonable technical, organizational, and administrative security measures to keep Content protected in accordance with industry standards. SecureDocs is not responsible or liable for the deletion, destruction, or loss of any of your Content except to the extent caused by our gross negligence or intentional misconduct. The Services may provide functionality that enables you to control who may access the Content that you store in the Services; however, we will not view, access, or process any of your Content, except as required: (x) to the extent necessary to provide the Services, or (y) to comply with applicable law, or governmental request. Notwithstanding anything to the contrary, this Section expresses the entirety of our obligations with respect to your Content.

5.2. **Migration of Data.** You and SecureDocs will determine in advance the amount of data, number of data sources, and other factors applicable to the data migration process. You are responsible for providing materials and reasonable assistance to enable us to complete the migration of your data.

6. **Electronic Signature Additional Terms.** The additional terms below apply to any eContract that you or your Authorized Users upload or transmit using Electronic Signature. All eContracts that may be stored on our system are maintained in an encrypted form.

6.1. **Electronic Contracts.** You acknowledge and agree that we are not a party to any eContract processed through the Services, and we make no representation or warranty about the transactions intended to be effected by any eContract or the viability of electronic signatures for your organization or your specific jurisdiction. You are solely responsible for the content, quality, format, and enforceability of any eContract you submit using Electronic Signature.

6.2. **Exceptions from Electronic Signature Laws.** Certain types of agreements and documents may be excepted from electronic signature laws or may be subject to additional regulations specific to electronic signatures and electronic records (e.g. wills and family law agreements). We are not responsible for determining whether any eContract: (i) is subject to an exception from any electronic signature laws; (ii) is subject to any additional laws or regulations for specific types of agreements; or (iii) can be legally formed by electronic signatures.

6.3. **Retention of Records.** We are not responsible for determining how long any contracts, documents, or other records are required to be retained or stored under any applicable laws, regulations, or legal processes. We are also not responsible for, and have no obligation to produce, any of your eContracts for third parties.

6.4. **eContracts and Consumers.** You are solely responsible for determining whether a "consumer" as defined in consumer protection or similar laws, is involved in any eContract you transmit using Electronic Signature. We have no obligation or responsibility for (i) determining whether any transaction involves a "consumer", (ii) furnishing or obtaining consents or determining whether any consents have been withdrawn; (iii) providing information or disclosures relating to any attempt to obtain consents; (iv) providing legal review of, or correcting any disclosures currently or previously given; or (v) otherwise complying with any specific requirements imposed by law on those eContracts or their formation.

7. **Term and Termination.**

7.1. **Term.** The term is set forth in your ordering document ("**Order Form**"), and will automatically renew for two additional fiscal years (the final renewal period concludes on June 30, 2025) unless you provide us with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. You may provide notice of non-renewal by emailing us at info@securedocs.com, or by calling (866) 700 7975. For purposes of this Agreement a "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

7.2. **Termination for Cause.** Either party may terminate these Terms, an Order Form, or specific Services (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) if the other party becomes insolvent or bankrupt, liquidated, or is dissolved, or ceases substantially all of its business. We may terminate these Terms Immediately in the event of a breach of Section 4 above.

7.3. **Effect of Termination.** Upon a termination of these Terms, you will (i) immediately discontinue all access and use of the terminated Services and cease to represent in any form that you are a user of the terminated Services. Neither party will be liable for any damages resulting from termination of these Terms or any Services, and termination will not affect any claim arising prior to the effective termination date.

7.4. **Handling of Your Data in the Event of Termination.** You understand and agree that following expiration or termination of your subscription and provided you are current in payment of all undisputed Fees, we will grant you temporary, limited access to the terminated Service, not to exceed thirty (30) days, for the sole purpose of permitting you to retrieve your Content.

8. **Fees.**

8.1. **Fees.** You agree to pay all applicable, undisputed fees for the Services as set forth in the sign-up flow or Order Form ("**Fees**"). Following the initial term fees shall be refunded on a pro-rated basis to Customer if this Agreement is terminated before the end of the then current term. We reserve the right to update the Fees for Services upon renewal of your subscription based upon our then-current fees. We will notify you of any price changes by emailing you not less than thirty (30) days prior to your renewal. You may order additional Services at any time by entering into another Order Form that will state Fees for those additional Services.

8.2. **Late Payments.** You must notify us of any fee dispute within thirty (30) days of the invoice date, and once resolved, you agree to pay those fees within forty-five (45) days. If you do not pay undisputed Fees, we may suspend or terminate your Services, and you agree to reimburse us for all reasonable costs incurred in collecting delinquent amounts.

8.3. **Taxes.** You are responsible for all applicable sales, use, value-added, withholding, and similar taxes imposed by any governmental entity based on the Services, except for taxes based on our net income. If you do not satisfy your tax obligations, you agree that you will be required to reimburse us for any amounts paid on your behalf.

In all cases, you will pay the amounts due under these Terms in full without any right of set-off or deduction.

9. **Representations and Warranties.**

9.1. **Our Representations and Warranties.** We represent and warrant that (i) the Services will conform to the documentation provided for the Services, and (ii) the Services will comply in all material respects with all applicable laws.

9.2. **Your Representations and Warranties.** You represent and warrant that you (i) have all rights to the Content necessary for you to use the Service to transmit, store, or process such Content, and (ii) your use of the Services will comply in all material respects with all applicable laws.

9.3. **Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE MAKE NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AS TO ANY MATTER, INCLUDING THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO CUSTOMERS LOCATED IN THOSE JURISDICTIONS. WE DO NOT REPRESENT OR WARRANT THAT (i) USE OF OUR SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE, (ii) OUR SERVICES WILL MEET YOUR REQUIREMENTS, OR (iii) ALL ERRORS OR DEFECTS WILL BE CORRECTED. THE SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS AND YOUR USE OF SOFTWARE AND SERVICES IS AT YOUR OWN RISK.

WE DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE YOUR COMPLIANCE WITH ANY LEGAL OBLIGATIONS, LAWS OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES AND CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW.

OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT OUR SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SERVICES, OR TO TERMINATE THE NON-CONFORMING SERVICES OR THE APPLICABLE ORDER FORM, AND PROVIDE A PRO-RATED REFUND OF ANY PREPAID FEES FROM THE PERIOD OF NON-CONFORMANCE THROUGH THE END OF THE REMAINING TERM.

10. **Confidential Information.** Neither party shall disclose to any third party any information or materials provided by the disclosing party under these Terms and reasonably understood to be confidential ("Confidential Information"), or use Confidential Information in any manner other than to perform its obligations under these Terms. These restrictions do not apply to any information that (i) is in the public domain or already in the receiving party's possession, (ii) was known to the receiving party prior to the date of disclosure or becomes known to the receiving party thereafter from a third party having an apparent bona fide right to disclose the information, or (iii) Confidential Information that the receiving party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided the receiving party provides the other party with timely notice of such court order or subpoena. This Section 10 will survive termination or expiration of these Terms.

11. **Indemnification.**

11.1. **Our Indemnification.** Subject to Section 11.5, we will, at our expense, indemnify and defend you, your employees, officers, and directors, and pay reasonable attorneys' fees, court costs, damages finally awarded or reasonable settlement costs against any third party claim brought against you alleging (i) that the Service, when used in accordance with these Terms and the applicable documentation infringes upon any valid U.S. patent copyright, trademark, trade secret, or other intellectual property right of any third party ("**Infringement Claim**"), or (ii) our gross negligence or willful misconduct in disclosing or preventing unauthorized access to personally identifiable information of your customers that is in our possession or control. Our indemnification obligations in this Section 11.1 will survive any termination or expiration of these Terms for the applicable statute of limitations.

11.2. **Infringement Cures.** If your use of any of the Services is, or in our opinion is likely to be, enjoined as a result of an Infringement Claim, we will, at our sole option and expense, either (i) procure for you and your Authorized Users the right to continue using the Services at no additional charge, or (ii) replace or modify the Services to make their use non-infringing without a material reduction in functionality. If we reasonably believe that options (i) and (ii) are not commercially practicable, we may, upon written notice to you, cancel your access to the Services and refund any prepaid but unused Fees.

11.3. **Limitations.** We will not be obligated to defend, and have no liability for an Infringement Claim based on (i) your access to or use of the Services following notice of an Infringement Claim, (ii) your modification of any of the Services, (iii) any use of the Service in combination with services and products not provided by us if the such infringement would have been avoided without such modification or combination, or (iv) our compliance with your designs or instructions.

11.4. **Your Indemnification.** Subject to Section 11.5, you will, at your expense, indemnify and defend us, our employees, officers, and directors, and pay reasonable attorneys' fees, court costs, damages finally awarded or reasonable settlement costs against any third party claim brought against us alleging (i) that your use of the Service violates applicable law; (ii) that any Content you transmit, store, or process using the Services infringes a valid U.S. patent, copyright, trademark, copyright, trade secret, or other intellectual property right of a third party; or (iii) your gross negligence or willful misconduct. Your indemnification obligations under this Section 11.4 will survive any termination or expiration of these Terms for the applicable statute of limitations.

11.5. **Notification and Cooperation.** The party seeking indemnification will promptly notify the other party of the claim and cooperate with the indemnifying party in defending the claim. The indemnifying party will reimburse the other party for reasonable expenses incurred in providing any cooperation or assistance. The indemnifying party will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring the indemnified party to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) the other party may join in the defense with its own counsel at its own expense.

11.6. **Exclusive Remedy.** This Section 11 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

12. **Limitation of Liability.** EXCEPT WITH RESPECT TO DAMAGES ARISING IN CONNECTION WITH A BREACH OF SECTION 4, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF OR RELATED TO

THESE TERMS IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER DIRECT OR INDIRECT, ARISING OUT OF OR RELATING TO (i) LOSS OF DATA, (ii) LOST PROFITS, (iii) LOST OPPORTUNITY, (iv) COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING OUT OF THESE TERMS, THE PERFORMANCE OR NONPERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS HEREUNDER, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

13. **Personal Information and Privacy Statement.** We will comply with all applicable laws, rules, and regulations relating to our provision of the Services, and you will comply with all applicable laws relating to your use of the Services, which in both cases shall include but not be limited to the obligations as set out in the Data Protection Addendum.

14. **Miscellaneous.**

   14.1. **Assignment.** Neither party may assign its rights or delegate its duties under these Terms, either in whole or in part, without the other party's prior written consent which shall not be unreasonably withheld, unless assigned to a successor in interest, or pursuant to a merger, corporate reorganization, or a sale or transfer of all or substantially all of a party's assets. These Terms will bind and inure to the benefit of each party's successors and permitted assigns.

   14.2. **Choice of Law.** These Terms will be governed by the laws of the State of California, without regard to conflict of laws principles.

   14.3. **Free Trials.** If you register for a free trial or promotional offer ("Free Trial"), we will provide you with access to the Services until: (i) the end of the Free Trial period, or (ii) if not specified, 30 days after your initial access to the Services for your Free Trial. Following expiration of the Free Trial, the Services will continue if you enter into an Order Form and pay applicable Fees set forth in the Order Form. During the Free Trial, to the extent permitted by law, we provide the Services "AS IS" and without warranty or indemnity, and all other terms otherwise apply. We may modify or discontinue any trials or promotions at any time without notice, and certain features may require you to upgrade to a paid version of the Services to enable those features.

   14.4. **E-mail and Notices.** Notices must be sent by express delivery service, or delivered by a recognized commercial carrier addressed to the address last designated on these Terms or the Order Form. You agree that we may send you notices and other communications by e-mail. You are responsible for providing us with any updated contact information.

   14.5. **Entire Agreement; Order of Precedence.** These Terms which, for the avoidance of doubt, include the terms found within any Order Form or the Data Protection Addendum, constitute the entire agreement between us relating to the Services, and supersedes all prior and contemporaneous oral and written agreements. If there is a

conflict between the terms of this Terms of Service and the terms of the Data Protection Addendum, then the terms of the Data Protection Addendum will prevail. If there is a conflict between the terms of this Terms of Service and the terms of any Order Form, then the terms of the Order Form will prevail, but only for the specific Services described in the Order Form. No terms or conditions stated in your purchase order or in any other documentation you submit will add to or otherwise modify these Terms, and all such terms will be null and void.

14.6. **No Representations.** No representation will be deemed given or implied from anything said or written in discussions between the parties prior to these Terms. You acknowledge and agree that your agreement to these Terms is not contingent or dependent on the delivery of any future functionality or features not specified in these Terms or any Order Form, or any oral or written, public or private comments made by us regarding future functionality or features.

14.7. **Authority to Bind.** We are entitled to rely on our reasonable and good faith determination of an individual's or administrator's authority to act on behalf of the party entering into these Terms.

14.8. **Export.** Both parties agree to comply with applicable U.S. export and import laws and regulations. You shall not permit your Authorized Users to access or use the Service in violation of any U.S. export embargo, prohibition, or restriction.

14.9. **Publicity.** We may not name you as a user of the Service without your written consent.

14.10. **Links to Third Party Sites.** The Services or our website may include links to third party sites or applications ("**Third Party Services**"). We are not responsible for and do not endorse Third Party Services. You have sole discretion whether to purchase or connect to any Third Party Services and your use is governed solely by the terms for those Third Party Services.

14.11. **General.** If any part of these Terms is not enforceable, this will not affect any other terms. Both parties are independent contractors, and nothing in these Terms creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to these Terms will be a third party beneficiary, and your Authorized Users will not be third party beneficiaries to your rights under these Terms. Failure to enforce any right under these Terms will not waive that right. Unless otherwise specified, remedies are cumulative. These Terms may be agreed to online, or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under these Terms due to force majeure events (e.g., natural disasters; terrorist activities, activities of third party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

SecureDocs, Inc. Data Protection Addendum

1. Definitions and interpretation

1.1 In this Data Protection Addendum, unless the context otherwise requires:

"**Affiliate(s)**" means any entity that directly or indirectly controls, is controlled by, or is under common control or ownership with a party, where "control" and "controlled by" and "under common control with" means the possession of the power to direct, cause, or significantly influence the direction of the entity, whether through the ownership of voting securities, by contract, or otherwise.

"**Customer Personal Data**" means all Personal Data processed by SecureDocs on behalf of the Customer under or in connection with the Services.

"**Data Controller**" and "**Data Processor**" have the meaning given to the term "controller" and "processor" (respectively) in Article 4 of GDPR.

"**DP Regulator**" means any governmental or regulatory body or authority with responsibility for monitoring or enforcing compliance with the EU Data Protection Laws.

"**Data Subject Request**" means a request from a Data Subject to exercise its rights under the EU Data Protection Laws in respect of that Data Subject's Personal Data.

"**EU Data Protection Laws**" means (i) EU Regulation 2016/679 ("GDPR"); (ii) any laws or regulations ratifying, implementing, adopting, supplementing or replacing the GDPR; and (iii) any guidance or codes of practice issued by a governmental or regulatory body or authority in relation to compliance with the foregoing; in each case, as updated, amended or replaced from time to time.

"**Permitted Region**" means the United Kingdom and the European Economic Area.

"**Security Breach**" means any actual loss, unauthorized or unlawful processing, destruction, damage, or alteration, or unauthorized disclosure of, or access to the Customer Personal Data.

"**Sub-Processor**" means a subcontractor (including any affiliates of SecureDocs) appointed by SecureDocs to process Customer Personal Data as set out in paragraph 7.1.

1.2 In this Data Protection Addendum, the terms "**Data Subject**", "**Personal Data**", "**process**", "**processing**", "**transfer**" (in the context of transfers of Personal Data), and "**technical and organisational measures**" shall have the meanings set out in and otherwise be interpreted in accordance with the GDPR.

1.3 In this Data Protection Addendum, any capitalized terms not defined herein shall have the meaning given to them in the Terms of Service.

2. Compliance with the EU Data Protection Laws

2.1 The Customer shall:

(a) ensure that any instructions it issues to SecureDocs shall comply with the EU Data Protection Laws;

(b) have the sole responsibility for the accuracy, quality, and legality of the Customer Personal Data and the means by which the Customer acquired the Customer Personal Data;

(c)   have the sole responsibility for the establishment of the legal basis for processing the Customer Personal Data under the EU Data Protection Laws, including providing all notices and obtaining all consents as may be required under the EU Data Protection Laws in order for SecureDocs to process the Customer Personal Data as otherwise contemplated in relation to the Services.

(d)   comply with its obligations under the EU Data Protection Laws as they apply to it as a Data Controller of the Customer Personal Data.

2.2   Each party shall maintain records of all processing operations under its responsibility that contain at least the minimum information required by the EU Data Protection Laws, and shall make such information available to any DP Regulator on request.

3.   Processing and security

3.1   In performing the Services, to the extent that SecureDocs receives from or processes on behalf of the Customer any Personal Data, SecureDocs shall only process the types of Customer Personal Data, and only in respect of the categories of Data Subjects, and only for the nature and purposes of processing and duration, as is set out in the Appendix to this Data Protection Addendum.

3.2   In processing the Customer Personal Data, SecureDocs shall:

(e)   process Customer Personal Data only in accordance with the Customer's written instructions from time to time (including those set out in this Data Protection Addendum) provided such instructions are lawful and unless it is otherwise required by any applicable law (in which case, unless such law prohibits such notification on important grounds of public interest, SecureDocs shall notify the Customer of the relevant legal requirement before processing the Customer Personal Data) and only for the duration of this Data Protection Addendum;

(f)   inform the Customer as soon as is reasonably practicable if it receives a Data Subject Request in respect of Customer Personal Data;

(g)   not disclose any Customer Personal Data to any Data Subject or to a third party (including any subcontractor or Affiliate) other than at the written request of the Customer or as expressly provided for in this Data Protection Addendum;

(h)   taking into account:

(i)   the state of the art;

(ii)   the nature, scope, context, and purposes of the processing; and

(iii)   the risk and severity of potential harm,

implement technical and organizational measures and procedures to ensure a level of protection for the Customer Personal Data appropriate to the risk, including the risk of accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, dissemination or access; and

(i)   take commercially reasonable steps to ensure its personnel who are authorized to have access to the Customer Personal Data, and ensure that any such personnel are committed to confidentiality or are under an appropriate statutory obligation of confidentiality when processing Customer Personal Data.

3.3   SecureDocs shall inform the Customer without undue delay of becoming aware of any Security Breach.

4. Return or destruction of Personal Data

4.1 Subject to paragraph 4.2, SecureDocs shall, as the Customer so directs, take reasonable steps to return or irretrievably delete all Customer Personal Data in its control or possession on expiry or termination of this Data Protection Addendum.

4.2 Paragraph 4.1 will not apply to the extent that SecureDocs is also a Data Controller of any Customer Personal Data, or to the extent that SecureDocs is required by law or in order to defend any actual or possible legal claims to retain any Customer Personal Data.

5. Audit

5.1 SecureDocs shall permit the Customer or its representatives to access any relevant premises, personnel or records of SecureDocs on reasonable notice to audit and otherwise verify compliance with this Data Processing Addendum, subject to the following requirements:

    (a) the Customer may perform such audits no more than once per year or more frequently if required by the EU Data Protection Laws;

    (b) the Customer may use a third party to perform the audit on its behalf, provided such third party executes a confidentiality agreement acceptable to SecureDocs before the audit;

    (c) audits must be conducted during regular business hours, subject to SecureDocs' policies, and may not unreasonably interfere with SecureDocs' business activities;

    (d) the Customer must provide SecureDocs with any audit reports generated in connection with any audit at no charge unless prohibited by applicable law. The Customer may use the audit reports only for the purposes of meeting its audit requirements under the EU Data Protection Laws and/or confirming compliance with the requirements of this Data Protection Addendum. The audit reports shall be confidential;

    (e) to request an audit, the Customer must first submit a detailed audit plan to SecureDocs at least 6 (six) weeks in advance of the proposed audit date. The audit must describe the proposed scope, duration, and start date of the audit. SecureDocs will review the audit plan and inform the Customer of any concerns or questions (for example, any request for information that could compromise SecureDocs' confidentiality obligations or its security, privacy, employment or other relevant policies). SecureDocs will work cooperatively with the Customer to agree to a final audit plan;

    (f) nothing in this paragraph 5 shall require SecureDocs to breach any duties of confidentiality owed to any of its clients, employees or third party providers; and

    (g) all audits are at the Customer's sole cost and expense.

6. Cooperation and assistance

6.1 SecureDocs shall provide commercially reasonable co-operation and assistance to, and will provide any information reasonably required by, the Customer, to enable the Customer to:

    (a) ensure its compliance with the Customer's obligations under the EU Data Protection Laws (including Articles 32-36 of GDPR) in respect of Customer Personal Data; and

    (b) deal with and respond to all investigations and requests for information relating to the Customer Personal Data from any DP Regulator.

6.2   If SecureDocs receives any complaint, notice or communication from a DP Regulator or other third party (excluding a Data Subject Request) which relates to Customer Personal Data or to either party's compliance with the EU Data Protection Laws, it shall notify the Customer as soon as reasonably practicable.

7.   Sub-Processors

7.1   The Customer generally agrees that SecureDocs may engage third party providers including any advisers, contractors, or auditors to process Customer Personal Data ("Sub-Processors").

7.2   If SecureDocs engages a new Sub-Processor ("New Sub-Processor"), SecureDocs shall inform the Customer of the engagement of such New Sub-Processor by sending an email notification to the Customer and the Customer may object to the engagement of such New Sub-Processor by notifying SecureDocs within 5 Business Data of SecureDocs' email notification, provided that such objection must be on reasonable, substantial grounds, directly related to such New Sub-Processor's ability to comply with substantially similar obligations to those set out in this Data Protection Addendum. If the Customer does not so object, the engagement of the New Sub-Processor shall be deemed accepted by the Customer.

7.3   SecureDocs shall ensure that its contract with each New Sub-Processor shall impose obligations on the New Sub-Processor that are materially equivalent to the obligations to which SecureDocs is subject under this Data Protection Addendum.

7.4   Any sub-contracting or transfer of Customer Personal Data under this Data Protection Addendum shall not relieve SecureDocs of any of its liabilities, responsibilities, and obligations to the Customer under this Data Protection Addendum, and SecureDocs shall remain liable for the acts and omission of its Sub-Processors.

7.5   Where Customer Personal Data is processed by SecureDocs under or in connection with the Services on behalf of the Customer as the Data Controller, the Customer agrees that SecureDocs may disclose such Customer Personal Data to SecureDocs' employees, sub-contractors, agents, affiliates and affiliate employees under this Data Protection Addendum, for compliance with applicable law and where it is required to defend any actual or possible legal claims. SecureDocs shall take reasonable steps to ensure the reliability of any person who has access to the Customer Personal Data and ensure that such persons are aware of SecureDocs' obligations under this Data Protection Addendum.

8.   Transfer of Personal Data

8.1   SecureDocs is self-certified under the EU-US Privacy Shield Framework (the "Privacy Shield") and shall transfer, access, and process Personal Data outside the European Economic Area (EEA) on such basis. Unless the transfer is based on the Privacy Shield, an "adequacy decision", is otherwise "subject to appropriate safeguards" or unless a "derogation for specific situations" applies, each within the meanings given to them in Articles 45, 46 and 49 of the GDPR respectively, SecureDocs shall not transfer, access, or process such Personal Data outside the European Economic Area (EEA).

Appendix to Data Protection Addendum

The Personal Data processing activities carried out by SecureDocs under this Data Protection Addendum may be described as follows:

1. **Subject matter of processing**

   The subject matter of the Order Form to the extent that the Services to be provided will involve the processing of Personal Data.

2. **Nature and purpose of processing**

   SecureDocs encrypts and stores the Personal Data provided to it by the Customer as necessary to provide the Services, or as otherwise instructed by the Customer.

3. **Categories of Personal Data**

   The Customer may provide Personal Data to SecureDocs through the Services. The Customer will determine and control the categories of Personal Data, and these may include, but not be limited to, contact details (including telephone numbers and email addresses), names, device location data and technical data of a user's device.

4. **Categories of data subjects**

   The Customer may submit Personal Data to SecureDocs through the Services. The Customer will determine and control the categories of data subject, and these may include, but not be limited to, employees of the Customer, contractors, consultants, freelancers, or agents of the Customer, or any users authorized to use the Services by the Customer.

5. **Duration**

   SecureDocs processes the Personal Data for the duration of its provision of the Services to the Customer as set out the relevant Order Form, including any renewal term.