

## End User License Agreement

This End User License Agreement (this "Agreement" or "EULA") governs Your use and acquisition of "S-Docs" identified during the ordering process. Once accepted, a copy of this Agreement shall be made available to S-Docs Inc. This EULA shall become effective as of the date this EULA or the Order Form last signed, as specified on the signature page of this contract.

BY ACCEPTING THIS AGREEMENT, OR BY EXECUTING AN ORDER FORM THAT CONTAINS THIS AGREEMENT AS AND ADDENDUM OR REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Upon acceptance of the terms in this Agreement, You have access to the proprietary S-Docs Inc. technology used by S-Docs Inc. to deliver the Services.

You may not access the Services if You are a direct competitor of S-Docs Inc. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

### 1. DEFINITIONS

"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.

"AppExchange" means the online directory of applications that interoperate with Salesforce.com and includes a listing for the Services. The AppExchange is located at <http://www.salesforce.com/appexchange> or at any successor websites.

"Edition" means the specific Software Product of the Service provided by S-Docs Inc. The Edition refers to either the free trial Edition: "S-Docs Free", or a Paid Edition: "S-Docs Unlimited".

"Order Form" means the document(s) for placing orders hereunder, including addenda thereto, that are entered into between You or Your Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"Ordering Activity" means the entity authorized to order under GSA Schedule contracts as defined in GSA Order OGP 4800.2I, as may be revised from time to time.

"Org", "Sandbox Org" or "Production Org" means the virtual space (instance) provided by Salesforce.com to You that includes Your salesforce data, customizations and applications and is used in connection with the Services. An Org may reference Your production environment ("Production Org") or a developer or test instance ("Sandbox Org").

"Purchased Services" means Services that You or Your Affiliates purchase from S-Docs, Inc. or via a Partner or Reseller. under an Order Form.

"S-Docs" means the Software Product that is provided as a service by S-Docs Inc. and collectively represents all Editions and versions of the product.

"Services" or "Software Product" means the online, Web-based applications provided by S-Docs Inc. via the AppExchange and/or other designated websites, that are ordered by You under an Order Form, including associated maintenance and support for said applications.

"Subscription Term" is a subscription period indicated on the Agreement when You can use Services provided by S-Docs Inc.

"Term" means collectively the Subscription Term or Agreement Term.

"User Guide" means the online user guide for the Services, accessible at <https://www.sdocs.com/knowledge-base> as updated from time to time.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You (or by S-Docs at Your request). Each User of the Service must also have a valid and compatible Salesforce License provisioned in order to use the Service. Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"Licensor" means S-Docs Inc.

"You," "Your," or "Licensee" means the Ordering Activity under GSA Schedule contracts identified in the Order.

"Your Data" means electronic data and information submitted by or for You to S-Docs Inc. in connection with the Purchased Services or collected and processed by or for You using the Purchased Services.

### 2. SERVICES

2.1. Right to Access Services. Subject to the terms of this Agreement, S-Docs Inc. hereby grants to You during the Subscription Term, a non-sublicensable, non-transferable, worldwide, non-exclusive right to access and use the Services in accordance with this Agreement. You may use Services solely for Your internal business purposes. S-Docs is licensed, not sold, for use. A license confers no title or ownership in this Software Product and should not be construed as a sale of any rights in this Software Product or source code.

2.2. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) knowingly or intentionally use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) knowingly or intentionally use the Services to store or transmit

malicious code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

2.3. Users. You may access and use the Services up to the maximum number of Users specified on the Order Form or the maximum number of documents specified. A prerequisite to accessing S-Docs requires that, during the Term, each User is concurrently provisioned with an active Salesforce license that is compatible with the Service. Not all Salesforce license types or Salesforce Editions are compatible with the Service. It is Your responsibility to ensure Your Salesforce users are provisioned correctly with a compatible Salesforce License type. A single S-Docs license cannot be shared between active Salesforce users or in multiple Salesforce Production Orgs. A license to S-Docs may be reassigned from an inactive Salesforce user to an active Salesforce user during the Term without additional costs. A licensed S-Docs User may access and use the Software Product in all Sandboxes that are linked to Your primary Production Org without additional cost. If there are Salesforce users in Your Org who are not actively provisioned for S-Docs, those Salesforce users will be restricted from viewing content created by the S-Docs. If You wish to add additional Users during the Subscription Period, You must submit a new executed Order Form. Upon mutual execution of the terms of a new Order Form or purchase agreement, S-Docs Inc. shall make Services available to the additional Users on the terms and conditions set forth in this Agreement and the executed Order Form or agreement. All users and additional users must be on the same Edition of the Service, meaning you cannot have use S-Docs Free and S-Docs Unlimited in the same Org.

#### 2.4. Usage Limitations and Editions.

2.4.1 Usage Limitations. Services may be subject to both internal and external limitations. Internal limitations are controlled by S-Docs Inc., such as, for example, limits on the number of templates You can create, and, for Services that enable You to integrate to other hosted systems, and limits on the ability to integrate to those systems. Any such limitations are specified in the Order Form. External limitations are imposed by parties outside the control of S-Docs Inc. and may impact the Service. Examples of such external limitations include but are not limited to Salesforce Execution Governors and Limits, which are set forth at [https://developer.salesforce.com/docs/atlas.en-us.apexcode.meta/apexcode/apex\\_gov\\_limits.htm](https://developer.salesforce.com/docs/atlas.en-us.apexcode.meta/apexcode/apex_gov_limits.htm). External limitations are subject to change without notice from S-Docs Inc. and You accept that they may negatively impact the Service. S-Docs provides a list of currently known limitations at <https://kb.sdocs.com/knowledge-base/s-docs-limitations/>. These limitations may change at S-Docs Inc. sole discretion at any time.

2.4.2 Editions. All Users and any subsequent additional Users in Your Salesforce Org must be on the same Edition. Purchased Subscriptions will not be subject to any feature changes during the Subscription Term, unless You, at Your discretion, choose to install a new version ("Release") of the Software Product. By installing a Release, You agree to be subject to the feature changes and/or new limitations of that Edition at the time of install. Downgrading between Editions is not possible at any time. "S-Docs Free" is offered during a Trial Period that may be withdrawn or changed by S-Docs Inc. at any time without notification.

2.5. Support. Support services provided by S-Docs Inc. in connection with the Services under this Agreement are incorporated by attachment and set forth at either <https://www.sdocs.com/standardsupport> OR only in such cases where "Premier Support" is indicated on the Order Form at <https://www.sdocs.com/premiersupport>. S-Docs Inc. reserves the right to modify the support services in its reasonable discretion from time to time, which modifications shall become effective upon posting to the above URL(s) In the event that S-Docs Inc. discontinues or materially diminishes functionality of a Service that You have contracted for, You shall be entitled to a pro rata refund for any fees paid not used.

2.6. Upgrades. Services upgrades and bug-fixes (collectively, "Modifications") from S-Docs Inc., shall be considered a part of the Services and subject to the terms and conditions of this Agreement and Order Forms. Pursuant to the Support Plan, S-Docs Inc., may require You to upgrade to the latest Release of the Software Product to resolve an issue. S-Docs Inc. makes no promise on future upgrade suitability or backward compatibility. Notwithstanding the foregoing, S-Docs Inc. may make an upgraded version of the Software Product available during the Term, and You are entitled to test and use such upgrades of the Software Product at Your discretion and risk without incurring any additional licensing costs. You accept and assume any and all risks associated with any upgrades including but not limited to interoperability and compatibility.

2.7. Future Functionality. You agree that Your purchase is based solely on existing features and functionality and not contingent on delivery of any future features or functionality even in the case where We have made oral or written comments regarding future features or functionality.

### 3. SUSPENSION

3.1. Reserved.

### 4. TERM AND TERMINATION

4.1. Term of Agreement. This Agreement commences on the date You sign below and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use the Services for a free Trial Period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the free Trial Period. The Trial Period may be terminated by S-Docs Inc. at any time without the consent of or notification to You.

4.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the Subscription Term specified therein.

4.3. Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, S-Docs Inc. shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

4.4. Surviving Provisions. Section 2 (Services), 4 (Term and Termination), 6 (Proprietary Rights), 8 (Limited Liability), 9 (Warranty), 11 (Confidentiality), 12 (Indemnification), 13 (Severability), 14 (General Provisions) and 15 (Governing Law, Jurisdiction, Venue and Notices) shall survive any termination or expiration of this Agreement.

### 5. NON S-DOCS INC PROVIDERS

5.1. Third parties may from time to time make available to You (e.g., through the AppExchange) third-party products or services, including but not limited to Non-S-Docs Inc. Applications and implementation, customization and other consulting services. Any acquisition by You of such non-S-Docs Inc. products or services, and any exchange of data between You and any Non-S-Docs Inc. provider, is solely between You and the applicable provider. S-Docs Inc. does not warrant or support Non-S-Docs Inc. products or services, whether or not they are designated by S-Docs Inc. as "certified" or otherwise. Subject to Section 5.3 (Interoperation with Non-S-Docs Inc. Services), no purchase of non-S-Docs Inc. products or services is required to use the Services except a supported Salesforce.com user license, supported

computing device, supported operating system, supported web browser and Internet connection.

5.2. Non- S-Docs Inc. Applications and Your Data. If You choose to install, use or enable a Non- S-Docs Inc. Applications for use with the Services, You acknowledge that S-Docs Inc. may allow providers of those Non- S-Docs Inc. Applications to access Your Data as required for the interoperation of such Non- S-Docs Inc. Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non S-Docs Inc. Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non- S-Docs Inc. Applications for use with the Services.

5.3. Interoperation with Non- S-Docs Inc. Services. The Services may contain optional features designed to interoperate with Non- S-Docs Inc. Applications (e.g., Salesforce applications, Google applications). If you implement optional features, You may be required to obtain access to such Non- S-Docs Inc. Applications from their providers. If the provider of any such Non- S-Docs Inc. Application ceases to make the Non S-Docs Inc. Application available for interoperation with the corresponding Service features on reasonable terms, We may cease providing such Service features without entitling You to any refund, credit, or other compensation.

## **6. PROPRIETARY RIGHTS**

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, S-Docs Inc. reserves all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Templates and Code. If You, a third party acting on Your behalf, or a User creates templates or program code using the Services, You authorize S-Docs Inc. to host, copy, transmit, display and adapt such templates and program code, solely as necessary for S-Docs Inc. to provide the Services in accordance with this Agreement. Subject to the above, if S-Docs Inc. helped create or modify those templates, then S-Docs Inc. also acquires the right, title and interest from You or Your licensors to reuse, sub-license or resell such property under this Agreement, including any intellectual property rights therein.

## **7. ACCEPTABLE USE POLICY (AUP)**

Throughout the entirety of this contract, You and Your Users must use all Services solely as identified in the applicable Order Form or purchase agreement. An Order Form(s) may contain usage limitations, and additional costs related to such limitations, including but not limited to, document count, size limits, automation limitations, user limitations, use case limitations, and template restrictions. Restrictions on any Order Form shall supersede all previous Order Form(s). Usage exceeding the defined limit is subject to performance restrictions and/or commercial review. S-Docs reserves the right to pause or stop Your use of the Services in accordance with the Contract Disputes Act in the event You exceed Your defined usage limits and/or engage in usage that, intentionally or unintentionally, does not comply with the intended use and pricing model as detailed in the Order Form, and both parties cannot find a mutually agreed upon commercial remediation within forty-five (45) days of the identified breach, or at renewal, whichever comes first. All Notices shall be sent to Your contact person as listed in Notices (section 15.4) of this EULAMSA.

## **8. LIMITED LIABILITY**

LICENSEE ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION DOES NOT INCLUDE ANY CONSIDERATION FOR OR ASSUMPTION BY S-DOCS INC. OF THE RISK OF LICENSEE'S CONSEQUENTIAL OR INCIDENTAL DAMAGES WHICH MAY ARISE IN CONNECTION WITH LICENSEE'S USE OR LOSS OF USE OF THE SOFTWARE PRODUCT. ACCORDINGLY, LICENSEE AGREES THAT S-DOCS INC. SHALL NOT BE RESPONSIBLE TO LICENSEE FOR ANY LOSS-OF-PROFIT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER FORESEEN OR UNFORESEEN OR WHETHER OR NOT S-DOCS INC. HAD NOTICE OF SAME, ARISING OUT OF THE LICENSING OR USE, FAILURE OR LOSS OF USE OF THE SOFTWARE PRODUCT. The Licensee agrees that S-Docs Inc. shall not be responsible for ANY losses in connection to the Software Product including, but not limited to, loss of data, corruption of ANY data, loss of Software Product functionality or employee productivity losses even if losses are shown to be caused by the Software Product or a security breaches related to the Software Product. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

## **9. WARRANTY**

S-Docs Inc. warrants that the Software Product will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Software Product written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, The Licensee agrees that the Software Product is provided "AS IS". The Licensee has made their purchasing decision based solely on existing features and functionality. S-Docs Inc. has made no promise nor is there any expectation that the Software Product is capable of or will be capable of performing anything over and above what is provided in the Purchased Services. The Licensee acknowledges and assumes the risk of outages and future incompatibilities may arise between the Software Product and any dependent or independent computer applications, platforms or systems, and assumes all risk that any such dependencies could affect the Software Product in unintended, undesirable ways or render the Software Product inoperable. Technologies provided by third party vendors including, but not limited to, Salesforce, Microsoft, Adobe, and Google may introduce changes that have unintended consequences and results in the Software Product becoming unusable. Licensee assumes all such risks. S-Docs Inc. DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED ERROR-FREE, UNINTERRUPTED, OR COMPLETELY SECURE.

## **10. EU DATA PROTECTION (GDPR)**

EU Data Protection Directive 2016/679 and Processing Personal Data. Since the Services run entirely within Your Salesforce Org, S-Docs Inc. is not directly managing Your data with respect to the storage, transfer, blocking, or destruction of personal data nor the purpose, timing or frequency of such events. While Your data is used in connection with Your use of the Service, all Your data remains within Your existing Salesforce data servers, without direct access or inter-mediation by S-Docs Inc. For the purposes of EU Data Protection Directive and this Agreement, S-Docs Inc. considers itself neither a "Data Processor" nor a "Data controller". As such, S-Docs Inc. does not possess documentation for security measures that protect Your data as this is obtainable only from Salesforce. This does not mean that these security features are not present, but rather that S-Docs Inc. has no involvement nor bearing over the specific measures enacted to protect Your data or direct control of how data is processed.

## **11. CONFIDENTIALITY**

11.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a 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 and the circumstances of disclosure. Your Confidential Information shall include Your Data, S-Docs Inc. Confidential Information shall

include the Services, and Confidential Information of each party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party (other than Your contractors) without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

11.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of it and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel, contractors, advisors and accountants without the other party's written consent.

11.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such 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 such Confidential Information. S-Docs Inc. recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by S-Docs.

## 12. RESERVED

12.1. Reserved.

## 13. SEVERABILITY; WAIVER

If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. No waiver of or with respect to any provision of this Agreement, nor consent by a party to the breach of or departure from any provision of this Agreement, will in any event be binding on or effective against such party unless it is in writing and signed by such party, and then the waiver will be effective only in the specific instance and for the purpose for which given.

## 14. GENERAL PROVISIONS

14.1. Entire Agreement and Order of Precedence. This Agreement is the entire agreement regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, and (2) this Agreement.

14.2. 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 (together with all Order Forms), to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets in accordance with the provisions set forth at FAR 42.1204.

14.3. Captions. The captions and headings are inserted in this Agreement for convenience only, and will not be deemed to limit or describe the scope or intent of any provision of this Agreement.

14.4. Execution. Each party acknowledges that facsimile or e-mail (PDF) signatures are fully binding, and the signatory for each party certifies that he or she has full authority to legally bind its organization to the terms of this Agreement.

## 15. GOVERNING LAW, JURISDICTION, VENUE AND NOTICES

15.1. General. S-Docs Inc., a Delaware Corporation is an intended third-party beneficiary of this Agreement. Notices should be addressed to S-Docs Inc., 521 Fifth Avenue, New York, N.Y. 10175. The governing law is New York State and controlling United States federal law.

15.2. Agreement to Governing Law and Jurisdiction. The validity, interpretation, construction and performance of this Agreement shall be governed by the Federal laws of the United States.

15.3. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

15.4. Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You below. All other notices to You shall be addressed to the designated Services administrator below. You agree to promptly notify S-Docs Inc. of any changes to the information provided below:

Billing Contact (Vendor Billing Office)

Name:

E-mail and/or phone:

Mailing Address:

Legal Contact (for all Legal Notices)

Name:

E-mail and/or phone:

Mailing Address:

By signing, You validly enter into this Agreement and warrant that You have the legal power to do so.

RESELLER: \_\_\_\_\_

Signature

Name

Title

Date

COMPANY LEGAL NAME: \_\_\_\_\_

Signature

Name

Title

Date



# Standard Support

**1. General.** This Support Plan ("Support Plan") describes policies and procedures under which S-Docs Inc. provides technical support and maintenance services ("Support") for S-Docs to its customer (each, a "Customer"). Support described herein is incorporated into Order Form and Terms and Conditions Agreement provided to you by S-Docs Inc., to which this Plan is annexed. The Order Form supersedes this Support Plan should a conflict exist.

## **2. Definitions.**

"Purchased Services" means all of the Web-based applications provided by S-Docs Inc., that are ordered by a Customer under an Order Form, including associated maintenance and support.

"Software Product" means the Web-based applications and underlying technology provided by S-Docs Inc. via the AppExchange and/or other designated websites, that are ordered as part of Purchased Services ("S-Docs Unlimited", "S-Sign").

"Release" means the distribution of a collection of changes to a Purchased Service of S-Docs, Inc in the form of a managed package. All Releases are opt-in, meaning the Customer may choose whether to install them.

"Contact" means qualified individuals knowledgeable in the internal systems, tools, policies, and practices in use by Customer and proficient users of the Software. Customers are expected to make every effort to ensure that the individuals that are designated as authorized Contacts are qualified to support the Customer teams internally.

"Case" means each individual issue or incident with the Software Product reported to S-Docs Inc.

"Documentation" means the collective resources such as user guides, documents, videos and forum posts publicly available on the S-Docs website at [www.sdocs.com/knowledge-base/](http://www.sdocs.com/knowledge-base/).

**3. Eligibility.** Support for S-Docs is exclusively available to Purchased Services of S-Docs and is therefore not available for the free version of S-Docs. Support is available during the S-Docs Subscription Term (Term) and terminates when the Term expires. Users can submit cases through email ([support@sdocs.com](mailto:support@sdocs.com)) or by telephone. S-Docs Inc. will use commercially reasonable efforts to promptly respond to each case, and will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will



depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in S-Docs Inc.'s reasonable determination. It is possible that S-Docs Inc. is not able to offer a workable solution to a case.

**4. Availability.** Requests can be submitted to S-Docs Support at any time, and responses are typically sent Monday-Friday from 9am-5pm Eastern Standard Time, excluding major US Holidays. Users must provide their company name and contact information to receive a response, and each case will be assigned a unique case number.

Toll-free Customer Support telephone number for United States Customers: +1-800-519-3627

Toll Calls for International Customers: +1-212-729-3222

#### **5. Target Initial Response.**

S-Docs Inc. will use commercially reasonable efforts to respond to each case, with response time depending on the severity level set on the case. Issues will be generally categorized and handled according to an assigned severity level.

#### **6. Support Plan Included Items.**

S-Docs Inc. Support will provide Customers with the following:

**6.1.** Web and phone-based submissions of Cases

**6.2.** Unlimited access to documentation, including an online knowledge base of information and solutions that provides up-to-date information on the Software **Product** and how to use the Software.

**6.3.** Guidance and troubleshooting to Customer in connection with questions and issues arising from the following Customer activities with respect to the Software Product:

**6.3.1.** Basic Configuration Issues: S-Docs Inc. will troubleshoot Customer's configuration settings for existing installations of the Software Product.

**6.3.2.** License and Provisioning Issues: S-Docs Inc. will help resolve any issues related to user provisioning, or issues with activating the Software Product.

**6.3.3.** Usage Issues: S-Docs Inc. will answer Customer's "how to" questions related to standard and intended Software Product usage by providing general guidance and Documentation resources.

**6.3.4.** Efforts to enhance the Software: Pursuant to paragraph 9 of this Support Plan, S-Docs Inc. will make commercially reasonable efforts to correct bugs or other errors in the Software Product.



## **7. Exclusions - Items NOT included in Support Plan.**

The support plan does NOT include assistance with any of the following:

- 7.1.** Questions that involve industry-wide open standards based technologies, such as HTML and CSS.
- 7.2.** Any request that is not related to a specific issue, but rather a request to perform a step-by-step walk through of a change, procedure, and/or any configurations where Documentation is available.
- 7.3.** Any training that may be needed to use the S-Docs Product.
- 7.4.** Discovering, understanding or mapping any custom data fields, custom relationship lookups, custom objects or any customizations within Salesforce that are implemented and/or authorized by the Customer
- 7.5.** Troubleshooting Salesforce configurations that are not specifically part of the S-Docs Product. This includes, but is not limited to, any custom Salesforce Apex, VisualForce pages, workflow, Process Builder flows, or Connected apps configurations.
- 7.6.** Creating or troubleshooting any custom SOQL queries that might be required to retrieve data from Salesforce.
- 7.7.** Advanced Configuration of S-Docs capabilities that include S-Docs Software Development Kit (SDK), batch processing, integration with 3rd party services such as, but not limited to, Amazon, Google, or E-Signature providers.
- 7.8.** Troubleshooting any issues related to Salesforce-supported devices outside of generating a document using the S-Docs provided features.
- 7.9.** Maintaining S-Docs templates that may require updates due to non S-Docs controlled events such as, but not limited to, Salesforce Platform changes, changes made by Customer to their org or dependent resources, Salesforce critical updates, Salesforce instance relocation or Salesforce new releases. S-Docs makes continual efforts to address any Salesforce changes impacting our software in accordance with Salesforce policy.
- 7.10.** Web browser plug-ins, add-ons, security settings, custom configurations, or other programs installed by the customer or their respective IT Departments that alter or interfere with the default browser behavior.
- 7.11.** Troubleshooting non-S-Docs products, services or technologies, including implementation, configuration and/or administration or use of third-party enabling technologies such as, but not limited to, other AppExchange products or Microsoft products.
- 7.12.** Configuration of hardware, software, networks or printers that are to be used in conjunction with S-Docs.



## **8. Limitations.**

**8.1.** Customer acknowledges and agrees that if S-Docs Inc. is unable to reproduce errors with some consistency, they may not be able to resolve the same, and the Case will be closed.

**8.2.** Customer acknowledges and agrees that S-Docs Inc. is not required to correct every bug, error, or problem with the Software Product that Customers report to S-Docs Inc. or of which S-Docs Inc. is otherwise made aware and that S-Docs Inc. does not guarantee resolution times.

**8.3.** Customer acknowledges that the Software Product capabilities are bound by the Salesforce platform and other limitations, which can cause errors and affect the Software Product usage. Those limitations are further described here:

<https://www.sdocs.com/knowledge-base/sdocs/understanding-document-formats/s-docs-limitations/>.

Customer acknowledges and agrees that S-Docs Inc. is not obligated to resolve any issues related to those limitations.

## **9. Customer Obligations.**

**9.1.** Customer will ensure that when an authorized Customer Contact submits a Case, that individual will have full access and permissions required to troubleshoot the Case and is authorized to make recommended changes to the Customer's Org and/or applicable Products to help troubleshoot or resolve the issue.

**9.2.** Customer will give S-Docs Inc. reasonable access to the Software Product and systems where the Software Product is deployed as necessary for S-Docs Inc. to determine the cause of the problem and find a resolution. Customer may be asked to provide remote access to their salesforce.com account and/or desktop screen sharing for troubleshooting purposes. Customer is solely responsible for Customer's data, information, and software, including making back-up copies and security. S-Docs Inc. strongly recommends Customers create backup copies of configuration files before any work is performed.

**9.3.** Customer agrees to cooperate and work closely with S-Docs Inc. to help reproduce errors, including providing logs and conducting diagnostic or troubleshooting activities as reasonably requested and appropriate.

**9.4.** Customer acknowledges that not implementing a Release may render the Software Product unusable. Customer assumes all risks arising from the failure to install such Software Updates. Even if Customer has paid the applicable fees, S-Docs Inc. will not be



required to provide Support if Customer has not properly implemented all Releases provided by S-Docs Inc.

**9.5.** Customer acknowledges that a new Release of the Software Product may result in unforeseen consequences. Whenever a Customer upgrades to a new Release, the Customer will install and test said Release first in a test environment ("Sandbox") and be satisfied with the Release before installing the same in their production Salesforce org.

**10. Changes to Support Services Plan.**

S-Docs Inc. may non-materially modify Support Services for the Software Product from time to time, provided the level of service will not materially decrease during a subscription Term.



# Premier Support

## 1. General.

This Premier Support Plan ("Premier Support Plan") describes policies and procedures under which S-Docs Inc. provides technical support and maintenance services ("Support") for Purchased Services to its customer (each, a "Customer"). Support described herein is incorporated into the S-Docs Inc. Master Subscription Agreement ("MSA"), to which this Plan is annexed. The MSA contains definitions referenced herein. The MSA supersedes this Premier Support Plan should a conflict exist.

## 2. Definitions.

"Purchased Services" means all of the Web-based applications provided by S-Docs Inc., that are ordered by a Customer under an Order Form, including associated maintenance and support.

"Software Product" means the Web-based applications and underlying technology provided by S-Docs Inc. via the AppExchange and/or other designated websites, that are ordered as part of Purchased Services ("S-Docs Unlimited", "S-Sign").

"Release" means the distribution of a collection of changes to a Purchased Service of S-Docs, Inc in the form of a managed package. All Releases are opt-in, meaning the Customer may choose whether to install them.

"Contact" means qualified individuals knowledgeable in the internal systems, tools, policies, and practices in use by Customer and proficient users of the Software. Customers are expected to make every effort to ensure that the individuals that are designated as authorized contacts are qualified to support the Customer teams internally.

"Case" means each individual issue or incident with the Software Product reported to S-Docs Inc.

"Documentation" means the collective resources such as user guides, documents, videos and forum posts publicly available on the S-Docs website at [www.sdocs.com/knowledge-base/](http://www.sdocs.com/knowledge-base/).

**3. Eligibility.** Support for S-Docs is exclusively available to Purchased Services of S-Docs and is therefore not available for the free version of S-Docs. Support is available during the S-Docs Subscription Term (Term) and terminates when the Term expires. Users can submit cases via email ([support@sdocs.com](mailto:support@sdocs.com)) or by telephone. S-Docs Inc. will use commercially reasonable efforts to promptly respond to each case, and will use commercially reasonable



efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in S-Docs Inc's reasonable determination. It is possible that S-Docs Inc. is not able to offer a workable solution to a case.

**4. Availability.** Access to the Support ticketing system is available 24X7 and responses are typically sent Monday-Friday from 9am-5pm Eastern Standard Time, excluding major US Holidays. Users must provide their company name and contact information to receive a response, and each case will be assigned a unique case number.

Toll-free Customer Support telephone number for United States Customers: +1-800-519-3627

Toll Calls for International Customers: +1-212-729-3222

**5. Target Initial Response.** S-Docs Inc. will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below, depending on the severity level set on the case. Issues will be generally categorized and handled according to an assigned severity level as follows:

<b>Severity Level</b>	<b>Description</b>	<b>Target Initial Response Time</b>
Severity 1	The service is unavailable, resulting in critical impact on the operation. No workaround is available.	8 Hours*
Severity 2	The service will operate, but its operation is severely restricted. No workaround is available.	16 Hours*
Severity 3	The service will operate with limitations that are not critical to the overall operation.	24 Hours*
Severity 4	Inquiry regarding a routine technical request where a reasonable workaround is available.**	40 Hours*

\*Severity Level target initial response times include local business hours only and exclude weekends and US holidays.



\*\* Information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users; reasonable workaround available.

## **6. Premier Support Plan Included Items.**

S-Docs Inc. Support will provide Customers with the following:

- 6.1.** Web and phone-based submissions of Cases
- 6.2.** Unlimited access to documentation, including an online knowledge base of information and solutions that provides up-to-date information on the Software Product.
- 6.3.** Guidance and troubleshooting to Customer in connection with questions and issues arising from the following Customer activities with respect to the Software Product:
  - 6.3.1.** Basic Configuration Issues: S-Docs Inc. will troubleshoot Customer's configuration settings for existing installations of the Software Product.
  - 6.3.2.** License and Provisioning Issues: S-Docs Inc. will help resolve any issues related to user provisioning, or issues with activating the Software Product.
  - 6.3.3.** Usage Issues: S-Docs Inc. will answer Customer's "how to" questions related to standard and intended Software Product usage by providing general guidance and Documentation resources.
  - 6.3.4.** Efforts to Correct the Software: Pursuant to paragraph 9 of this Premier Support Plan, S-Docs Inc. will make commercially reasonable efforts to correct bugs or other errors in the Software Product.
- 6.4.** Troubleshooting Salesforce configurations that are used in connection with S-Docs. This could include custom Salesforce Apex, VisualForce pages, workflow, Process Builder flows, or Connected apps configurations.
- 6.5.** Troubleshooting custom SOQL queries that might be required to retrieve data from Salesforce in the context of document automation with the Software Product.
- 6.6.** Advanced Configuration of S-Docs capabilities that may include S-Docs API, batch processing, integration with 3rd party services such as Amazon, Google, or E-Signature providers.
- 6.7.** Training that may be needed to use the Software Product, including an on-demand education platform for the digital administration and delivery of all S-Docs educational courses and training programs.
- 6.8.** Questions that involve open standards based technologies, such as HTML and CSS, as they are relevant to generating a document with the Software Product.

## **7. Exclusions - Items NOT included in Premier Support Plan.**

The Premier Support Plan does NOT include assistance with any of the following:

- 7.1.** Exclusively creating or converting your existing templates.



**7.2.** Maintaining S-Docs templates that may require updates due to non-S-Docs controlled events such as, but not limited to, Salesforce Platform changes, changes made by Customer to their org or dependent resources, Salesforce critical updates, Salesforce instance relocation or Salesforce new releases. S-Docs makes continual efforts to address any Salesforce changes impacting our software in accordance with Salesforce policy.

**7.3.** Web browser plug-ins, add-ons, security settings, custom configurations, or other programs installed by the customer or their respective IT Departments that alter or interfere with the default browser behavior.

**7.4.** Troubleshooting non-S-Docs products, services or technologies, including implementation, configuration and/or administration or use of third-party enabling technologies such as, but not limited to, other AppExchange products or Microsoft products.

**7.5.** Configuration of hardware, software, networks or printers that are to be used in conjunction with S-Docs.

**7.6.** Troubleshooting any issues related to Salesforce-supported devices outside of generating a document using the S-Docs provided features.

**7.7.** Anything that has not been covered as an Included Items is considered Excluded.

## **8. Limitations.**

**8.1.** Customer acknowledges and agrees that if S-Docs Inc. is unable to reproduce errors with some consistency, they may not be able to resolve the same, and the Case will be closed.

**8.2.** Customer acknowledges and agrees that S-Docs Inc. is not required to correct every bug, error, or problem with the Software Product that Customers report to S-Docs Inc. or of which S-Docs Inc. is otherwise made aware and that S-Docs Inc. does not guarantee resolution times.

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**9.3.** Customer agrees to cooperate and work closely with S-Docs Inc. to help reproduce errors, including providing logs and conducting diagnostic or troubleshooting activities as reasonably requested and appropriate.

**9.4.** Customer acknowledges that not implementing a Release may render the Software Product unusable. S-Docs Inc. may require an upgrade to the Software Product in order to continue providing Support if Customer has not made a reasonable effort to remain on Generally Available releases on the AppExchange. Customer assumes all risks arising from the failure to install such Software Updates.

**9.5.** Customer acknowledges that a new Release of the Software Product may result in unforeseen consequences. Whenever a Customer upgrades to a new Release, the Customer will install and test said Release first in a test environment ("Sandbox") and be satisfied with the Release before installing the same in their production Salesforce org.

#### **10. Changes to Support Services Plan.**

S-Docs Inc. may non-materially modify Support Services for the Software Product from time to time, provided the level of service will not materially decrease during a subscription Term.