

SUBSCRIBER SUPPLEMENT

This Subscriber Supplement is attached to and incorporated into the Notarize General Terms (“**General Terms**”). Capitalized terms not otherwise defined have the meanings given in the General Terms or the relevant Supplement or Order Form.

1. **Applicability.** This Subscriber Supplement applies to Subscribers who access Services through a Subscription Plan.
2. **Access.** During the Subscription Period, Subscriber may access and use, and may allow Signatories and Participants to access and use, the Services included in that Subscription Plan on a non-exclusive, non-transferable, limited basis, solely in connection with a Transaction, for the Subscriber’s own internal business purposes. Subscriber is responsible for ensuring third parties it allows to access or use the Platform or Services on its behalf comply with the Agreement.

3. **Subscription Period.**

3.1 Activated via Order Form. The “**Subscription Period**” of a Subscription Plan activated via Order Form begins on the Order Date and remains in effect for the Subscription Period listed in the Order Form. Unless otherwise agreed in the Order Form, the Subscription Plan will auto-renew for successive 12-month periods unless either party provides written notice of termination at least 30 days prior to the end of the current Subscription Period.

3.2 Activated via the Site or App. The “**Subscription Period**” of a Subscription Plan activated by paying Fees on the Site or App is as follows:

- (a) A “Per Transaction” Subscription Plan begins on the Order Date and remains in effect through the conclusion of the Transaction.
- (b) All other Subscription Plans begin on the Order Date and remain in effect for 30 days, and will auto-renew on a month-to-month basis on the same terms as the prior month of that Subscription Plan until either party provides 30 days’ written notice of termination.

4. **Subscription Plan Changes.** At any time during the Subscription Period, and unless otherwise agreed in an Order Form, (a) Subscriber may change its current Subscription Plan and (b) Notarize may modify, terminate, or otherwise amend the Fees and features associated with Subscriber’s current Subscription Plan. If Subscriber changes its Subscription Plan, from and after the date of the change the terms of the new Subscription Plan determine the Services available to the Subscriber and associated Fees and charges.

5. **Termination.**

5.1 By Subscriber. Subscriber may terminate its current Subscription Plan at any time, effective on Notarize’s receipt of (a) all amounts owed to Notarize under the Subscription Plan (including unpaid periodic Fees) and (b) 30 days’ advance written notice from Subscriber. After any termination, Subscriber will no longer have access to any unused Services which would have been available during the remaining Subscription Period of the prior Subscription Plan.

5.2 By Notarize. Notarize may terminate the Agreement or any Order Form or Subscription Plan, in whole or in part, effective upon written notice if (a) Subscriber fails to pay any amount due under the Agreement and does not remedy the failure within ten days of receiving notice of the same from Notarize or (b) if Notarize reasonably determines that continuing to provide Services to Subscriber would violate applicable law.

6. **Effect of Termination.** On termination of an Order Form, the Subscription Periods for all Subscription Plans under that Order Form automatically terminate. On termination of a Subscription Plan, (a) any amounts owed to Notarize under the Subscription Plan (including unpaid periodic Fees) are immediately payable, (b) Subscriber’s rights to access and use the Services granted under the Subscription Plan immediately terminate, and (c) for a period of ten days after the effective date of termination, Notarize will allow Subscriber access to the Platform to extract User Data. User may request Notarize to extract User Data as a Professional Service, to be charged on a time and material basis at Notarize’s prevailing rate. Notarize will not provide copies of any databases associated with the Platform which contain User Data. The following Sections of this Subscriber Supplement survive termination of the Agreement: 6 (Effect of Termination) and 8 (Fees and Payment).

7. Professional Services. Notarize will provide Professional Services (if any) as described in the Order Form. Professional Services Fees will be listed in the Order Form. Unless otherwise agreed in the Order Form, Notarize will provide all Professional Services on a time and materials basis.

8. Fees and Payment.

8.1 Generally. Subscriber will pay the Fees described in the Order Form, which accrue beginning on the date listed in the Order Form. Fees are non-refundable except as provided in the Agreement or the Order Form. All Fees not described in this Section 8 (such as "Per-Notarization" or "Per-Document" Fees, overages or other charges, Additional Fees, and Services beyond the scope of the Subscription Plan), are payable based on the terms of the Subscription Plan.

8.2 Periodic Fees. Periodic Fees (such as Platform access Fees payable monthly or annually) for Subscription Plans activated via Order Form are due 30 days from the invoice date. Periodic Fees for Subscription Plans activated via the Site or App are payable in full at the beginning of each Subscription Period.

8.3 "Per-Transaction" Fees. "Per-Transaction" Fees ("**Transaction Fees**") are due 30 days from completion of the Transaction. Additional Fees are payable if Subscriber requires additional Service add-ons for the Transaction ("**Additional Fees**"). Questions related to payment terms may be directed to finance@notarize.com.

8.4 Payment Method. To be valid, each payment method must permit Notarize to charge and receive payment of all amounts due, from time to time, under any applicable Subscription Plan and for any other charges Subscriber incurs. If Subscriber chooses automatic payment, Fees are charged automatically via Subscriber's chosen payment method (provided it is accepted through the Platform) as described in the Order Form, and may occur: (a) at the time the Subscription Plan is activated, (b) when Subscriber confirms a prompt for payment within the Platform, or (c) at the end of the billing cycle. SUBSCRIBER HEREBY AUTHORIZES NOTARIZE OR ITS AGENT TO CHARGE SUBSCRIBER'S PAYMENT METHOD ON A RECURRING BASIS FOR SUBSCRIPTION PLAN FEES, ALL APPLICABLE TAXES, AND ANY OTHER RECURRING CHARGES INCURRED IN CONNECTION WITH SUBSCRIBER'S USE OF THE SERVICES.

8.5 Invoicing. If Subscriber is invoiced for Fees, Subscriber will pay invoices in full (without deduction, set-off, or counterclaim) within 30 days from the date of the invoice in US dollars at Notarize's address or to an account specified by Notarize. Past due amounts will bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less.

8.6 Taxes. All Subscriber payments are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including sales, use, and value added taxes), and Subscriber is responsible for the payment of all such charges, excluding taxes based on Notarize's income. All amounts due hereunder will be grossed-up for any withholding taxes imposed by any foreign government.

9. Warranties. Notarize warrants to Subscriber that: (a) the Services will be performed by qualified personnel with all required licenses, commissions or approvals, (b) any Notary Users provided by Notarize (e.g., NOD Notaries) will perform Notarizations under the Agreement in compliance with Applicable Notary Law, (c) Services unrelated to Notarizations or electronic signatures will comply with all laws applicable to cloud services providers, and (d) Platform software will be scanned using commercially available virus scanning and removal software consistent with good industry practice. The foregoing warranties do not apply if the Services are not used in accordance with the Agreement or Notarize's instructions, if a non-conformity is caused by a User or any third-party product or service, or to Unpaid Access.

10. Cooperation. Subscriber acknowledges that effective performance of Services depends on Subscriber's provision of accurate information and resources, and may rely on external providers upon which Notarize has no authority. Subscriber will timely provide Notarize, at no charge, (a) all information and cooperation reasonably requested to facilitate Notarize's provision of the Services, (b) all resources, consents, and licenses reasonably necessary to permit Notarize to provide the Services that are not otherwise identified as Notarize's responsibility, and (c) access to appropriate Subscriber personnel for cooperative activities.

11. **Publicity.**

11.1 Subscriber Marks. If Subscriber is a Business, Subscriber hereby grants Notarize a limited, non-exclusive, non-transferable right to display Subscriber's logo, trademarks, trade names, service marks or trade dress, and similar materials (collectively "**Subscriber Marks**") on the Site and in Notarize marketing materials to indicate that the Subscriber is or intends to be a Notarize customer or user of private-label Services, if Notarize, in its sole discretion, agrees to provide private-label Services to Subscriber. Subscriber also consents to the inclusion of Subscriber Marks in customer lists that may be published as part of Notarize's marketing and promotional efforts. Notarize acknowledges that, as between the parties, Subscriber is the sole and exclusive owner of Subscriber Marks and all goodwill associated with Subscriber Marks, and that any associated goodwill created by the Agreement inures solely and exclusively to Subscriber.

11.2 Notarize Marks. At Notarize's option, Subscriber may post on its website, in a commercially reasonable location and format, Notarize Marks designated by Notarize for that purpose, and may indicate that Subscriber is or intends to become a Notarize customer. Notarize grants Subscriber a limited, non-exclusive, non-transferable permission to display the Notarize Marks on its website and in its marketing materials solely for that purpose. Subscriber acknowledges that, as between the parties, Notarize is the sole and exclusive owner the Notarize Marks and all goodwill associated with the Notarize Marks, and that any associated goodwill created by the Agreement inures solely and exclusively to Notarize.

11.3 Conditions of Use. In order to preserve the inherent value of the Notarize Marks and Subscriber Marks, respectively, each party shall maintain a level of the quality of products and services offered at least as high as immediately prior to the Order Date. Subscriber may end Notarize's use of Subscriber Marks, and Notarize may end Subscriber's use of Notarize's Marks, at any time after notice and a reasonable wind-down period.

11.4 Public Announcement. Within 10 business days after the Order Date, Subscriber and Notarize may work together to produce a press release announcing the Subscriber relationship. With Subscriber's approval, which will not be unreasonably withheld, conditioned or delayed, Notarize will issue the press release.

12. Data Security. Notarize's standard data security practices apply to User Data as described in the Security Statement. Notarize has implemented and will maintain appropriate technical, physical and organizational measures in compliance with applicable law intended to protect User Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. Notarize will, as soon as reasonably practicable, notify Subscriber in writing of any material changes made to its security measures governing the User Data.

12.1 Data Storage Location. Notarize uses a United States-based cloud "region" for processing, storing or accessing User Data. Additionally, Notarize will notify the Subscriber in advance if it uses a cloud region in a location outside of the United States.

12.2 Security Incidents Notifications. As further described in the Security Supplement, notifications of Security Incidents will be delivered to one or more of Subscriber's administrators by telephone with a confirming email. Notarize does not notify any individual who is affected by a Security Incident that a Security Incident has occurred unless notification is legally required. Subscriber is responsible for issuing notices to individual Users other than those that Notarize is legally required to provide. A report of a Security Incident to Subscriber or to any individual is not an acknowledgement by Notarize of any fault or liability with respect to the Security Incident. Notarize will provide reasonable cooperation with Subscribers at Subscriber's expense with respect to investigation, regulatory proceedings, or litigation arising from a Security Incident.

12.3 Documentation. No more than once every 12 months, Subscriber may request the following information from Notarize with no fewer than 14 business days' advance notice: (a) information regarding Notarize's data backup plan; (b) proof that Notarize is currently covered by cyber insurance; (c) an executive summary of the most recent penetration test that was performed on Notarize's networks that support Services provided to Subscriber; and (d) executive summary of the most recently completed System and Organization Controls 2 (SOC 2®) Type I or II, as applicable.

12.4 Subscriber's Responsibility. Subscriber will notify Notarize promptly if it knows of or reasonably suspects misuse of its accounts or authentication credentials, or a Security Incident related to the Platform.

13. Support and Maintenance Services. This Section 13 lists the Support Services and expected service level availability for certain Services Notarize provides to Subscribers.

13.1 Definitions.

"Error" means either (a) a failure or deviation of any portion of the Services to substantially conform to applicable User Documentation or (b) an interruption in Services availability outside of Scheduled Downtime.

"Error Correction" means a procedure, modification, or addition to the Services that (a) removes an Error, (b) otherwise establishes material conformity of the Services to the User Documentation, or (c) when implemented in the regular operation of the Services, eliminates an Error's adverse effect without material loss of performance.

"Updates" means modifications and enhancements to the Platform developed by or on behalf of Notarize, including security patches and new versions.

"User Documentation" means the Platform documentation Notarize provides to Users.

"Workaround" means a temporary bypass, procedure or routine that (a) when implemented, eliminates an Error's adverse effect without material loss of performance and (b) does not require unreasonable Subscriber effort to implement and use. **"Workaround"** excludes Error Corrections.

13.2 Support and Maintenance. Throughout the relevant Subscription Period, Notarize will provide support for the following types of requests (collectively, the **"Service Requests"**) related to the Services in use by Subscriber:

- (a) *Services Support*. Subscriber has direct access to Notarize personnel responsible for troubleshooting, receipt of Error reports and general questions regarding the use and operation of the Services, including support for new account onboarding. Subscriber also has access to Notarize's technical management support personnel for escalation purposes.
- (b) *General User Support*. Notarize provides User support during business hours for general inquiries regarding use of the Services such as non-technical "how-to" questions and other minor technical questions.
- (c) *Service Updates*. Notarize provides, at no additional charge to Subscriber, any available Updates to the Services within 15 days from the date that the Update is completed and in a form ready for acceptance testing and implementation. Notarize also provides updated User Documentation, as necessary, to reflect any changes to the Service due to an Update or Error Correction.
- (d) *Helpdesk Support*. Notarize provides helpdesk support via phone, chat, and email during business hours for resolution of Service Requests. Notarize assigns the appropriate priority to all reported or discovered Errors, as reasonably determined by Notarize after consultation with Subscriber and consistent with good industry practices. The criteria for assigning a particular priority level are as follows:

Priority Level	Conditions
High Priority	Critical Business Impact. The Error seriously affects the functionality of the Services (or component thereof), but can be circumvented so that most of the significant functionality of the Services (or component thereof) is available.
Low Priority	Minimal Business Impact. The Error can be circumvented such that the Services (or component thereof) can be used with only slight inconvenience. The problem can be considered insignificant and has no significant effect on the usability of the Services (or component thereof).

1. Notarize's Workarounds and Error Corrections will interoperate with all components of the Services in use at the time the Workaround or Error Correction is provided. Notarize is responsible for installation of all Error Corrections. Help-desk tickets are used to track all Service Requests including Error reports and User inquiries, and remain open until the Service Request has been addressed in the manner shown below:

Priority Level	Conditions for Closure of Help-Desk Ticket
High Priority	The Error is considered resolved and closed when an Error Correction has been fully implemented.
Low Priority	The Error is considered resolved and closed when one of the following occurs: (i) Subscriber receives an Error Correction that resolves the Error or, if not an Error, then communication or clarification about the issue and information regarding the request, comment, etc. is provided, or (ii) 10 business days have elapsed since Notarize's communication of the information that

	Notarize reasonably believes will resolve the Error (communicated by email to Subscriber’s designated contact for such Error), and Subscriber has not responded to Notarize. The Error can be reopened later if it has not been resolved.
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(e) *Subscriber’s Responsibilities.*

- (i) Before submitting a Service Request, Subscriber will first review all support information available on the Platform and in the User Documentation. If a Service Request could have been resolved through reasonable review of User Documentation, Notarize is not obligated to respond, other than referring Subscriber to the User Documentation.
- (ii) If Notarize cannot reproduce an Error based on Error report information, Notarize may request temporary login access to the Services to identify the Error (“**Temporary Remote Access**”) and Subscriber will use commercially reasonable efforts to make such Temporary Remote Access available, subject to Subscriber’s reasonable access policies and controls. Notarize is responsible for all costs associated with Temporary Remote Access.

13.3 Subscriber Charges. Notarize may charge Subscriber, as Fees for Professional Services, for resolution of any Service Requests required due to problems, Errors, or inquiries caused by Subscriber, issues with the User Data or User Systems, or Service Requests that are not covered under the Agreement. Notarize may also offer additional support and training to Subscriber under separate mutually-agreed terms.

14. Service Level Availability.

14.1 Availability of Error Correction Services. Notarize will acknowledge Subscriber’s Service Request, and respond to and resolve any applicable Error, within the timeframe for the priority level of the Error as listed below. Notarize will endeavor to meet the acknowledgment time and provision of Error Corrections and Workarounds in the timeframes listed below. If Notarize determines that it will not be able to remedy the reported Error within the relevant timeframe, Notarize will increase resources appropriately, continue its corrective efforts and, in the case of High Priority Errors, advise Subscriber at least every 2 hours of the status of its efforts and the expected timing of Error Correction or Workaround delivery.

Error Priority	Acknowledgment Time (During Business Hours)	Provision of Error Correction or Workaround	If Workaround is provided, Maximum Timeframe for Provision of Error Correction
High Priority	1 hour	Full-time attention (24/7) to the Error until an Error Correction is implemented or a fully functional Workaround is provided to the reasonable satisfaction of Subscriber. Target timeframe for provision of an Error Correction or Workaround: 1 hour after acknowledgment. Maximum timeframe for provision of an Error Correction or Workaround after acknowledgment: 24 hours.	2 days
Low Priority	8 business hours	Target timeframe for provision of an Error Correction or Workaround: 7 business hours after acknowledgment. Maximum timeframe for provision of an Error Correction or Workaround after acknowledgment: 7 business days.	10 days

Subscriber acknowledge that these timeframes are estimates only, and Notarize’s failure to meet a target timeframe is not a material breach of the Agreement, nor does it give rise to any additional Subscriber remedies.

14.2 NOD Service Availability. If a Subscriber purchases NOD Services, Notarize will provide a credit for NOD Availability Downtime (the “**NOD Downtime Credit**”), applied as a percentage of Subscriber’s invoice for the calendar month, and calculated as shown below:

- (a) *NOD Notary Downtime.* NOD Notaries will be available to provide NOD Services during Notarize’s business hours. Except as provided in Section 14.5 (Exceptions), each hour that NOD Notaries are not available to provide NOD Services during Notarize’s business hours is “**NOD Notary Downtime**”.

(b) *Transaction Availability Downtime.* Except as provided in Section 14.5 (Exceptions), if the number of hours between: (i) the time when Notarize receives a Transaction and (ii) the earliest time that a Transaction could have been initiated with an NOD Notary exceeds 4 hours, then that additional time (i.e., in excess of 4 hours) is **"Transaction Availability Downtime"**. The NOD Notary Downtime and the Transaction Availability Downtime are collectively **"NOD Availability Downtime"**.

(c) *Remedies.* The NOD Downtime Credit is calculated as:

2. Cumulative NOD Availability Downtime (in a given calendar month as measured by Notarize monitoring systems, converted to minutes)	3. NOD Downtime Credit
4. Up to 240 minutes	5. No NOD Downtime Credit
6. 241-360 minutes	7. 1 %
8. 361-480 minutes	9. 3 %
10. 481-600 minutes	11. 5 %
12. 601 minutes or greater	13. 7 %

(d) *Transaction Volume.* Notarize structures Services on the basis of reasonable projections of Transaction volume. If an unanticipated spike in Transaction volume occurs, Notarize may in its reasonable judgment postpone (or decline) a Transaction.

14.3 Platform Availability. For any Platform Downtime resulting from Platform availability issues, Notarize shall provide a credit (the **"Platform Downtime Credit"**), applied as a percentage of a Subscriber's invoice for the calendar month, and calculated as shown below:

(a) *Platform Downtime.* Except as provided in Section 14.5 (Exceptions), each hour that the Platform is not available for access by Subscribers is **"Platform Downtime"**.

(b) *Platform Availability Percentage.*

The **"Platform Availability Percentage"** equals $\frac{\text{total hours in a month} - \text{Platform Downtime}}{\text{total hours in a month}} * 100$

(c) *Remedies for Downtime.* Each Platform Downtime Credit is calculated as set forth in the table below:

14. Platform Availability Percentage (in a given calendar month as measured by Notarize monitoring systems)	15. Platform Downtime Credit
16. [99.5% or higher]	17. [No Platform Downtime Credit]
18. [97% - 99.5%]	19. [1 %]
20. [95% - 97%]	21. [3 %]
22. [93% - 95%]	23. [5 %]
24. [Below 93%]	25. [7 %]

14.4 Sole Remedy. The NOD Downtime Credit and Platform Downtime Credits described in Sections 14.2 (NOD Service Availability) and 14.3 (Platform Availability) are Subscriber's sole and exclusive remedies for any Service or Platform unavailability, degradation, or inoperability.

14.5 Exceptions. Platform Downtime and NOD Availability Downtime do not include any Service or Platform unavailability, degradation or inoperability attributable to any of the following issues (**"Exceptions"**):

(a) Breach of the Agreement or misuse of the Services or the Platform;

- (b) Internet or other network traffic or connectivity problems (other than problems arising in networks controlled by Notarize);
- (c) Failure to meet any minimum User System requirements in the User Documentation;
- (d) Factors outside Notarize’s reasonable control, including natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to Notarize’s data centers or networks (including at Subscriber’s or a third party’s site or between that site and Notarize’s data center);
- (e) Issues resulting from third-party software or services;
- (f) Issues caused by use of the Services after Notarize advised Subscriber or any of its Signatories to modify its use of the Services, and if Subscriber or any of its Signatories did not modify its use as advised;
- (g) Failure to adhere to required configurations, use supported platforms, follow acceptable use policies, or use of the Services in a manner inconsistent with the features and functionality of the Services (including attempts to perform unsupported operations) or inconsistent with the User Documentation;
- (h) Extended wait times for, or low/no availability of, non-English speaking Notaries;
- (i) Faulty instructions by Subscriber or Subscriber’s representatives or service providers; or
- (j) Scheduled Downtime Hours and Emergency Downtime Hours.

14.6 Scheduled Downtime. Unless otherwise agreed in an Order Form, Notarize may schedule Services downtime between 3:00 AM – 6:00 AM Eastern Time on a weekly basis (“**Scheduled Downtime**”). Notarize will use commercially reasonable efforts to notify Subscriber at least 5 days’ in advance of Scheduled Downtime.

14.7 Emergency Downtime. If Notarize determines that it must take the Services offline for emergency purposes (“**Emergency Downtime**”), Notarize will use its best efforts to notify Subscriber as far in advance as practicable.

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