



Implementation Service Description

Objectives

The Implementation Service (the “**Implementation Service**”) is designed to provide Proof Subscribers with a straightforward and cost-effective approach to architect, implement, and start using the Proof Platform quickly and effectively. This “**Implementation Service Description**” describes the Implementation Service in more detail. The Implementation Service includes access to Proof’s Solution Engineering organization to consult and assist with API integration for an embedded product experience. The performance of the Implementation Service is governed by the [Proof General Terms](#) (“**General Terms**”). Capitalized terms not otherwise defined have the meanings given in the General Terms, the [Proof Glossary](#), or the Implementation Service Description. In the event that Subscriber has separately negotiated an agreement in lieu of the General Terms, that separately negotiated agreement shall govern the Implementation Service.

The Implementation Service shall be delivered as a time and materials engagement, not to exceed the number of hours stated on the Order Form (“**Engagement Term**”), without Subscriber’s prior written consent via a mutually agreed change authorization between the parties (“**Change Authorization**”). Additional hours beyond the Engagement Term shall be invoiced monthly in arrears at the rate reflected on the Order Form. The Implementation Service shall be delivered remotely in its entirety and during business hours of 8 AM to 5 PM Eastern Time Monday to Friday (“**Business Hours**”).

Approach and Activities

The following activities are included within the scope of the Implementation Service, as the project dictates and time allows. Not all activities will necessarily be performed.

Architecture Discovery and Planning Phase

A discovery and planning session is typically delivered first. Proof Solution Engineering will meet with Subscriber executive stakeholders to:

- Validate Subscriber business objectives and their vision in the context of their use case(s)

Proof Solution Engineering will further meet with Subscriber’s application owner, application architect, or any required business stakeholders to:

- Gather information about the Subscriber environment and requirements
- Plan architecture design, deployment, and configuration roll-out
- Determine key architectural design decisions that may affect other implementation details
- Plan training session delivery, as applicable

Architecture Design and Implementation Assistance Phase

Once the Architecture Discovery and Planning Phase is completed, Proof Solution Engineering will deliver remote consulting engagements, typically including the following, as time allows:

- Provide real-world subject matter expertise to assist in design guidance for the solution
- Provide configuration guidance for the Proof Platform
- Provide technical product expertise around endpoint usage, webhook management/implementation, change management workflows, and document tagging best practices
- Assist with the implementation of the API
- Provide all necessary access documentation and testing materials/resources

Launch Support Phase

- Provide supplementary data reporting to validate success of the integration (transaction completion, meeting success rate, throughput time for signer receiving documents to complete signing, etc.)
- Provide a review of the integration (either written asynchronously or via a joint meeting, as decided by the Subscriber)
- Provide a list of recommendations to further enhance the solution as part of future Subscriber deployments (as applicable)
- Provide knowledge transfer on
 - Security principles and practices
 - Architecture and design best practices
 - Automation and controls
 - Product deployment, configuration, and usage
 - Organizational alignment best practices
- Record sessions of discussion and/or strategy development for posterity

Custom Tool Development (if applicable)

Custom Tool Development is not included in this Implementation Service Description by default. Custom Tool Development will only be included as part of the engagement if expressly identified in a mutually agreed Change Authorization between the parties. Where Custom Tool Development is included pursuant to a Change Authorization, the following terms apply:

- Custom tool development consists of a one-time development effort to build a discrete tool, script, or utility ("**Custom Tool**") to address a specific Subscriber use case identified in the applicable Change Authorization ("**Custom Tool Development**"). Custom Tool Development is scoped and billed as part of the Engagement Term.
- Following delivery of the Custom Tool, Proof has no obligation to maintain, update, patch, troubleshoot, or otherwise support the Custom Tool, including in response to changes to the Proof Platform, Proof's API, or Subscriber's systems or environment, unless separately agreed in writing (including via a new Order Form or Change Authorization).
- Subscriber is solely responsible for: (i) the accuracy and completeness of any data provided to or processed by the Custom Tool; (ii) reviewing and validating the output of the Custom Tool (including via any dry-run or validation feature provided) prior to using it to submit live transactions; and (iii) all use of the Custom Tool following delivery, including use of Subscriber's own credentials or API keys in connection with the Custom Tool.
- Proof warrants only that the Custom Tool will be delivered in a professional and workmanlike manner consistent with the Warranty section below. Proof makes no warranty that the Custom Tool will continue to function correctly with future changes to the Proof Platform, Subscriber's systems, or Subscriber's data, and disclaims any warranty of fitness for any use beyond the specific one-time purpose for which it was built.
- The Custom Tool constitutes Work Product under the Ownership section below. Proof retains all right, title, and interest in the Custom Tool. The license granted to Subscriber to use the Custom Tool is limited to the specific one-time use case identified in the applicable Change Authorization, and does not include the right to modify, distribute, sublicense, or repurpose the Custom Tool for any other use case without Proof's prior written consent.

Outcomes

By the end of the engagement, the following outcomes are expected to be achieved:

- All phases are complete but the hours required to achieve completion will not exceed the number of hours stated on the Order Form
- Basic and advanced configurations and rules meeting requirements are defined
- Proof solution is implemented for the primary target use case and is deployed to production. Notwithstanding the foregoing, Proof is not responsible for completing the implementation if the



configuration or operation of a Subscriber system or application prevents completion of the implementation.

- Go-live deployment review is complete
- At least one Subscriber employee is trained and enabled as a Proof Subject Matter Expert (“SME”) to own relevant design decisions for the Subscriber moving forward. Proof recommends Subscriber build a written or recorded playbook of the Proof workflow which is made available to Subscriber’s administrators and users (Proof can help with this documentation upon request).
- Landing page within Subscriber’s workflow clearly outlines for Subscriber’s customers how the flow works and what to expect (Proof can help with this documentation upon request)
- Business goals agreed upon with the Subscriber’s executive stakeholders during the Architecture Discovery and Planning Phase are achieved

Prerequisites and Assumptions

In order for the Implementation Service to be successful, the following prerequisites and assumptions are made:

- Subscriber will have a pre-production environment replicating production, with the ability to generate a load representative of the load in production
- Subscriber agrees to commit application architects and other application subject matter experts responsible for the applications to work with Proof Solution Engineering for the duration of the engagement
- Subscriber agrees to commit the appropriate technical resources for the duration of the delivery engagement, including the technical resources with administrator access to all systems potentially involved in the workflow
- Subscriber agrees to assign a Technical Project Manager to be the point person to work with Proof Solution Engineering and help coordinate the delivery of activities
- Subscriber agrees to attend regular status review meetings with Proof Solution Engineering, as needed
- Up to 10% of consulting time may be utilized towards project management with the Implementation Service. Additional consulting hours may be utilized towards project management, as needed.
- Hours not used within one hundred and eighty (180) days following the date of the full execution of the Order Form with which this Implementation Service Description is associated will expire without the right of a refund

Warranty

The Implementation Service will be performed in a professional and workmanlike manner. The Proof Solution Engineering team operates and provides services during Business Hours using commercially reasonable efforts to resolve any issues related to the objectives outlined in this Implementation Service Description. For the avoidance of doubt, Proof and the Solution Engineering team do not make any guarantees or warranty as to the results that may be obtained upon the completion of this Implementation Service engagement or from Subscriber’s use of the Implementation Service.

Ownership

Except for the rights expressly granted under this Implementation Service Description, Proof retains all right, title, and interest in and to the Implementation Service, including all related intellectual property rights. Proof will own all rights, title, and interest in any work product produced as part of the Implementation Service (“**Work Product**”), including all intellectual property rights. Proof grants to Subscriber a worldwide, non-



exclusive, non-transferable, non-sublicensable right to use the Work Product solely for Subscriber's internal business purpose and solely with the Implementation Service separately licensed.