SUBSCRIBER SUPPLEMENT

This Subscriber Supplement is incorporated into the Proof General Terms ("**General Terms**"). Capitalized terms not otherwise defined have the meanings given in the General Terms, the Proof Glossary, or the 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 End Users 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. If Subscriber provides a Subscriber Verification Agent, Subscriber will ensure the Subscriber Verification Agent complies with the Agreement and is responsible for the Subscriber Verification Agent's acts and omissions in connection with the Services. Any suspension under this Subscriber Supplement is governed by Section 3.3 (Suspension) of the General Terms, and a violation of Subscription Plan limitations or restrictions is a ground for suspension under that Section.

3. Subscription Period. The "**Subscription Period**" of a Subscription Plan begins on the Order Date and continues as follows:

3.1 Activated via Order Form. For the initial period stated 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.

(a) For a "Per Transaction" Subscription Plan, through the conclusion of the Transaction.

(b) For all other Subscription Plans, for 30 days, auto-renewing on a month-to-month basis on the same terms as the prior month until cancelled. Subscriber may cancel the Subscription Plan at any time through the Platform's account settings, where that option is available for the Subscription Plan, or by written notice to Proof, and Proof may cancel by written notice to Subscriber. Cancellation is effective at the end of the then-current monthly period and Subscriber retains access to the Services included in the Subscription Plan through that date.

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) Proof 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. If the Subscription Plan change results in a reduction of committed Fees of any type, such as Capacity Fees and Periodic Fees, Subscriber is obligated to immediately pay the difference between the original Subscription Plan committed Fees and the new Subscription Plan committed Fees.

5. Termination. In addition to the termination rights in Section 7.1 (Term and Termination) of the General Terms, Proof 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 Proof or (b) if Proof 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 Proof under the Subscription Plan (including unpaid Capacity Fees and 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, Proof will allow Subscriber access to the Platform to extract Subscriber Data, executed Documents for Transactions initiated by Subscriber, and copies of associated audio-visual recordings. Proof will not provide copies of any databases associated with the Platform which contain

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Subscriber Data. The following Sections of this Subscriber Supplement survive termination of the Agreement: 6 (Effect of Termination), 8 (Fees and Payment), and 13 (Data).

7. Consulting Services and Support Services. Proof will provide Consulting Services and Support Services (if any) as described in the Order Form. Consulting and Support Services Fees will be listed in the Order Form. Unless otherwise agreed in the Order Form, Proof will provide all Consulting Services and Support 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 are payable based on the terms of the Subscription Plan. Subscriber may extend the use of the Services outlined in the Agreement and any Order Form to its Affiliates. Subscriber shall be responsible for ensuring that its Affiliates follow the terms of the Agreement and is ultimately liable and responsible for all actions or inactions of its Affiliates. If Subscriber uses Services not reflected in the Order Form, Subscriber will pay the Fees described on proof.com/pricing.

8.2 Fee Payments. All Fees for Subscription Plans activated via Order Form are due 30 days from the invoice date. Fees for Subscription Plans activated via the Site or App are payable in full at the beginning of each Subscription Period, at the conclusion of each Transaction, or at the beginning of each Transaction, as determined by Proof, in its sole discretion. Questions related to payment terms may be directed to finance@proof.com. Proof, in its sole discretion, may seek payment for initiated but uncompleted Transactions.

8.3 Payment Method. To be valid, each payment method must permit Proof 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 PROOF 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.

8.4 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 Proof's address or to an account specified by Proof. 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.

8.5 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 Proof's income. All amounts due hereunder will be grossed-up for any withholding taxes imposed by any foreign government.

8.6 Fee Increase. All Fees shall be increased annually by five percent (5%) commencing on the one year anniversary from the Order Date.

8.7 Promotional Offers. Proof may offer various discounts, promotions, or other preferred pricing with respect to the Services (collectively, "**Promotional Offers**"), either directly or through one or more of its distribution partners. Unless otherwise expressly provided by Proof, a Promotional Offer for which Subscriber is eligible (a) may not be combined with any other Promotional Offers, and (b) in certain cases may be accessed only through specific distribution channels.

9. Third-Party Services.

9.1 Third-Party Services. To the extent that Subscriber intends to access the Services on an integrated basis with any one or more third-party technology platforms authorized by Proof (each, a "**Third-Party Platform**"),

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Subscriber acknowledges and agrees that, as between Proof and the Subscriber, Proof will not be responsible or liable to Subscriber or any third party in connection with Subscriber's use of any such Third-Party Platform(s).

9.2 Enabling eVault Integration. Proof does not provide eVault services, but the Platform is integrated with eVault service providers that can be enabled for certain Subscription Plans. Subscriber should contact Proof for (1) the current list of supported eVault integrations and (2) details about the Subscription Plan and integration requirements. Supported eVault integrations and requirements are subject to change during the Subscription Period in Proof's sole discretion. Subscriber is solely responsible for contracting directly with a supported eVault service provider and for maintaining its eVault access.

10. Warranties. Proof warrants to Subscriber that: (a) the Services will be performed by qualified personnel with all required licenses, commissions or approvals, (b) each Notary User provided by Proof (e.g., On-Demand Notaries) (i) has agreed to perform all Notarizations in accordance with Applicable Notary Law, (ii) is authorized to perform Notarizations through the Platform only while duly authorized by the Notary User's commissioning jurisdiction, and (iii) has agreed with Proof to undergo background checks and complete additional training as required by Proof, (c) Services unrelated to Notarizations or electronic signatures will comply with all laws applicable to Proof's provision of the Services, as applicable to providers of similar cloud services in the United States, 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 Proof's instructions, if a non-conformity is caused by a User or any third-party product or service, or to Unpaid Access.

11. 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 Proof has no authority. Subscriber will timely provide Proof, at no charge, (a) all information and cooperation reasonably requested to facilitate Proof's provision of the Services, (b) all resources, consents, and licenses reasonably necessary to permit Proof to provide the Services that are not otherwise identified as Proof's responsibility, and (c) access to appropriate Subscriber personnel for cooperative activities.

12. Publicity.

12.1 Subscriber Marks. If Subscriber is a Business, Subscriber hereby grants Proof 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 Proof marketing materials to indicate that the Subscriber is or intends to be a Proof customer. Subscriber also consents to the inclusion of Subscriber Marks in customer lists that may be published as part of Proof's marketing and promotional efforts. Proof 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.

12.2 Proof Marks. At Proof's option, Subscriber may post on its website, in a commercially reasonable location and format, Proof Marks designated by Proof for that purpose, and may indicate that Subscriber is or intends to become a Proof customer. Proof grants Subscriber a limited, non-exclusive, non-transferable permission to display the Proof Marks on its website and in its marketing materials solely for that purpose. Subscriber acknowledges that, as between the parties, Proof is the sole and exclusive owner of the Proof Marks and all goodwill associated with the Proof Marks, and that any associated goodwill created by the Agreement inures solely and exclusively to Proof. Subscriber shall not select, use, file an application or register any trademark or business name confusingly similar to the Proof trademark.

12.3 Conditions of Use. In order to preserve the inherent value of the Proof 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 Proof's use of Subscriber Marks, and Proof may end Subscriber's use of Proof's Marks, at any time after notice and a reasonable wind-down period.

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12.4 Public Announcement. Within 10 business days after the Order Date, Subscriber and Proof 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, Proof will issue the press release.

13. Data.

13.1 Data Security. Proof's current security practices are summarized in the informational Security Statement located at www.proof.com/legal/security-statement. Proof has implemented and will maintain appropriate technical, physical and organizational measures in compliance with applicable law intended to protect Subscriber Data against accidental, unauthorized or unlawful access, disclosure, alteration, loss, or destruction. Proof will, as soon as reasonably practicable, notify Subscriber in writing of any material changes made to its security measures governing the Subscriber Data.

13.2 Data Storage Location. Proof uses a United States-based cloud "region" for storing Subscriber Data. Additionally, Proof will notify the Subscriber in advance if it uses a cloud region in a location outside of the United States.

13.3 Security Incidents Notifications. Notifications of Security Incidents will be delivered to one or more of Subscriber's administrators by email. Proof 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 Proof is legally required to provide. A report of a Security Incident to Subscriber or to any individual is not an acknowledgement by Proof of any fault or liability with respect to the Security Incident. Proof will provide reasonable cooperation with Subscriber at Subscriber's expense with respect to investigation, regulatory proceedings, or litigation arising from a Security Incident.

13.4 Documentation. No more than once every 12 months, a Subscriber that is a Business may request the following information from Proof with no fewer than 14 business days' advance notice: (a) information regarding Proof's data backup plan; (b) documentation that Proof is currently covered by cyber insurance; (c) an executive summary of the most recent penetration test that was performed on Proof'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.

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

13.6 Subscriber Data Backups; Retention. PROOF WILL MAKE SUBSCRIBER DATA AVAILABLE VIA THE VERIFICATION PORTAL FOR A REASONABLE PERIOD OF TIME BASED ON INDUSTRY PRACTICE AND PROOF'S STANDARD PRACTICES, BUT SUBSCRIBER ACKNOWLEDGES THAT, UNLESS OTHERWISE AGREED IN AN ORDER FORM OR REQUIRED BY APPLICABLE LAW (INCLUDING APPLICABLE NOTARY LAW AND APPLICABLE ELECTRONIC SIGNATURE LAW), (A) PROOF HAS NO OBLIGATION TO RETAIN SUBSCRIBER DATA AND (B) SUBSCRIBER IS SOLELY RESPONSIBLE FOR RETENTION AND BACKUP ON ALL SUBSCRIBER DATA SUBMITTED TO THE PLATFORM BY OR ON BEHALF OF SUBSCRIBER.

13.7 Digital Identities. An End User's Digital Identity belongs to the End User and not the Subscriber. A Subscriber deletion request during the Subscription Period or at the point of termination or expiration of the Agreement will not apply to an End User's Digital Identity acquired through a Subscriber paid Service. An End User may request to have a Digital Identity deleted.

14. Transaction Links. If Proof provides Subscriber with a Transaction Link:

14.1 Attribution and Fees. Until the Transaction Link is deactivated, Subscriber is responsible for the associated Fees for each Transaction initiated through a Transaction Link provided to Subscriber by Proof whether or not Subscriber intended a particular individual to use the Transaction Link.

14.2 Distribution. Subscriber is responsible for where and how the Transaction Link is distributed, and will present it only in a manner that accurately conveys the purpose of the linked Services and Subscriber's role in the

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Transaction. Individuals who access the Platform through a Transaction Link are Users and must accept the General Terms as part of the Transaction flow.

14.3 Misuse. Subscriber will not present a Transaction Link in a false or misleading context, use it to circumvent Subscription Plan limitations, or knowingly permit its use for unlawful purposes, and will promptly notify Proof if it knows or reasonably suspects that a Transaction Link is being misused.

14.4 Deactivation. Subscriber may request deactivation of a Transaction Link at any time through the Platform, and Proof may deactivate, rotate, suspend, or throttle a Transaction Link at any time to protect the Platform, prevent misuse, or enforce Subscription Plan limitations. Deactivation does not affect completed Transactions or Fees already accrued.

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