

Terms of Use

Updated: August 18, 2023

Welcome to the document platform service offered by PandaDoc, Inc., a Delaware corporation (“PandaDoc”, “we,” “our” or “us”). The following terms and conditions (the “Terms”) govern your access to and/or use of the document platform, website and PandaDoc’s content, services and products available at and/or through the website, including, but not limited to, electronic signature services, online uploads, display, delivery, acknowledgment, and limited storage services for documents and/or electronic contracts (collectively, the “Services”). You explicitly indicate and accepts that the Services are for professional use only and that this is a business transaction to which consumer rules do not apply.

Arbitration notice

ARBITRATION NOTICE: EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION CLAUSE SET FORTH HEREIN, YOU AGREE THAT DISPUTES BETWEEN YOU AND PANDADOC WILL BE RESOLVED BY MANDATORY ARBITRATION AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS-ACTION LAWSUIT AND/OR CLASS-WIDE ARBITRATION.

1. Acceptance of Terms

The Services are offered and provided subject to your acceptance of the terms and conditions contained herein and all other operating rules, policies (including, without limitation, PandaDoc’s Privacy Notice) and procedures that may be published from time to time by PandaDoc related to the Services which shall be incorporated herein by reference. By accessing, registering for and/or using the Services in any manner, you agree to the Terms herein. If you do not agree to the Terms, do not use the Services.

2. Changes

We may make changes to the Terms and/or our other operating rules, policies and/or procedures from time to time, in our sole and absolute discretion. We will notify you of any changes to the Terms by posting the updated Terms on

PandaDoc's website and/or the Services, and we will revise the "Updated" date above. Any changes to our operating rules, policies and/or procedures shall be incorporated by reference herein. It is your responsibility to review the Terms frequently and to remain informed of any changes to them. We may also provide you with additional forms of notice of modifications and/or updates as appropriate under the circumstances including but not limited to sending you an email informing you of the changes and/or by prominently posting notice of the changes on PandaDoc's website and/or Services. If you do not agree with the changes and/or modifications, you shall not use the Services after the effective date of the changes. The then-current version of the Terms will supersede all earlier versions. You agree that your continued use of the Services after such changes have been published will constitute your acceptance of such revised Terms and operating rules, policies and/or procedures (as applicable).

3. License to use our Services

3.1. Ownership and Rights to Access and/or Use the Services. By using the Services and subject to your compliance with the Terms: (i) PandaDoc and our licensors grant to you a limited, personal, non-exclusive, non-transferable, revocable right to use and/or access the Services; and (ii) you agree not to reproduce, distribute, create derivative works from, publicly display, publicly perform, license, sell and/or re-sell any content, software, products and/or services obtained from and/or through the Services without the express prior written permission of PandaDoc. Neither the Terms nor your access to and/or use of the Services transfers to you and/or any third-party any rights, title and/or interest in any intellectual property rights related to the Services.

3.2. Reservation of rights. Our Services and those of our licensors are protected by applicable intellectual property laws, including United States copyright law and international treaties. Subject to the limited rights expressly granted hereunder, PandaDoc and/or its third-party providers, licensors, and suppliers reserve all rights, title, and interest in and to the Services, including without limitation, all related worldwide intellectual property rights. No rights are granted to you hereunder other than as expressly set forth herein.

3.3. Availability of content. We do not guarantee that any content will be made available on the Services. We reserve the right to, but do not have any obligation to, (i) remove, edit and/or modify any content in our sole discretion, at any time, without notice to you and for any reason (including, but not limited to, upon receipt of claims and/or allegations from third parties and/or authorities relating to such content and/or if we are concerned that you may

have violated the Terms), and/or for no reason at all and (ii) remove or block any content from the Services.

3.4. Free Trial Accounts. PandaDoc provides trial periods for its Services in the form of a Free Account and Free 14-Day Trial. The Terms herein, and in particular, Section 4 immediately below, apply. Customers wishing to subscribe by signing up for a free account may do so by accessing the link available here: https://signup.pandadoc.com/free?plan=rec_plans_v4_free . The service license attached to this free account is limited in scope and features. PandaDoc also provides a free 14-Day Trial with each of its various plans available here: <https://signup.pandadoc.com/> . The 14-Day Trial is the full version of the Service, whereby the customer may subscribe to the Service at no obligation during the 14-day period. Thereafter, the trial period shall expire and Section 5 below shall apply.

3.5. Beta Testing. If you receive access to the Services or Services features on a as an alpha, beta or early access offering (“Beta Testing”), use is permitted only for your internal evaluation until the earlier of (i) the end of the Beta Testing period for which you registered to use the applicable Service(s); (ii) the start date of any purchased subscriptions ordered by you for such Service(s); or (iii) termination by PandaDoc in its sole discretion. Beta Testing is optional and either party may cease Beta Testing at any time for any reason upon written notice. Beta Testing may be inoperable, incomplete or include features that PandaDoc may never release, and their features and performance information are PandaDoc’s Confidential Information. Notwithstanding anything herein to the contrary, whether Customer chooses to use Beta Testing is completely within your control. If you chooses to use Beta Testing, you understand and agree that Beta Testing is made available on an “AS IS,” and “AS AVAILABLE” basis and that PandaDoc provides no warranty, indemnity, SLA or support for Beta Testing and its liability for Beta Testing will not exceed US\$50. PANDADOC DOES NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE BETA TESTING WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF BETA TESTING WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE USE OF THE BETA TESTING WILL BE ACCURATE.

3.6. Marketing of services, products, and/or events. As part of the registration process, customers are also provided the opportunity to receive relevant information about the Service – including related tips and training – as well as information about other products and services that may interest them. In this instance, PandaDoc may reach out to the customer through e-mail provided at registration. Acceptance is optional and declining to opt-in will not impact the

Service. Should customer opt-in to receiving marketing materials, etc., that consent may be revoked at any time by clicking the unsubscribe link provided in the email and also as described in PandaDoc's Privacy Policy. Revocation of consent will not impact our ability to contact you regarding transactional and/or service support, unrelated to marketing.

3.7. International Law. Where International data protection laws apply to the processing of personal data, trial users are directed to section 16.1 below for further information as to PandaDoc compliance efforts.

4. Scope of use

4.1. Use of Services and Availability. PandaDoc retains the right, in its sole and absolute discretion, to deny access to and/or use of the Services to anyone at any time and for any reason. While we use reasonable efforts to keep the Services accessible, the Services may be unavailable from time to time. You understand and agree that there may be interruptions to the Services and/or use of and/or access to your Account due to circumstances both within our control (e.g., routine maintenance) and outside of PandaDoc's control. You are solely responsible for ensuring that your access to and/or use of the Services is in compliance with all laws, rules and regulations applicable to you and the right to access and/or use the Services is revoked where your access to and/or use of the Services is prohibited. Further, the Services are offered only for your use, and not for the use and/or benefit of any third party.

4.2. Creating an Account. To sign up, access and/or use the Services ("Subscribe"), you must create an account (an "Account"). Your Account requires you to (i) indicate agreement to these Terms, (ii) provide contact information, and (iii) submit any other form of authentication required during the registration process, as determined by PandaDoc in its sole and absolute discretion. You agree not to create an Account and/or use the Services if you have been previously removed by us and/or banned from the Services. You agree that PandaDoc will not be liable to you and/or to any third party for any suspension and/or termination of your Account and/or any refusal of any access to and/or use of the Services (or any portion thereof). You must provide accurate and complete information and keep your Account information updated. You shall not: (a) select and/or use as a username a name of another person with the intent to impersonate that person; and/or (b) use as a username a name that is otherwise offensive, vulgar and/or obscene. You are solely responsible for maintaining the security of your Account, and you are fully responsible for all activities that occur under your Account and any other actions taken in connection with your Account. Your user license is non-

transferrable and may not be sold, combined and/or otherwise shared with any other person. A user license must be used by one assigned individual only. If you violate these Terms we may terminate your Account immediately. You must notify us immediately of any change in your eligibility to use the Services (including any changes to and/or revocation of any licenses from state authorities), breach of security and/or unauthorized access to and/or use of your Account. You must never publish, distribute and/or post login information for your Account. If we terminate your Account, you may not subscribe under a new Account unless we formally invite you in writing. You must immediately notify PandaDoc of any unauthorized uses of your Account or any other breaches of security. PandaDoc will not be liable for any acts and/or omissions by you, including without limitation, any damages of any kind incurred as a result of such acts and/or omissions.

4.3. Restrictions. Except as expressly specified in the Terms, you shall not (i) modify, and/or make derivative works of, disassemble, reverse compile and/or reverse engineer any part of the Services; (ii) copy, reproduce, distribute, republish, download, distribute, disclose, encumber, time-share, license, sell, distribute, display, post and/or transmit any part of the Services in any form and/or by any means use or permit the use of, reproduce or otherwise duplicate, disclose, distribute, modify, encumber, time-share, license, sublicense, sell, distribute, assign, rent, lease, or transfer any Services, any portion thereof, and/or otherwise commercially exploit the Services, in whole or in part; (iii) frame and/or utilize framing techniques to enclose any trademark, logo, and/or other portion of the Services (including images, text, page layout, and/or form); (iv) use any metatags and/or other “hidden text” using PandaDoc’s name and/or trademarks; (v) use any manual and/or automated software, devices and/or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” and/or download data from any pages contained in the Services (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Services for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such); (vi) use and/or access the Services in order to build a similar and/or competitive website, product, and/or service; (vii) copy, reproduce, distribute, republish, download, display, post and/or transmit any part of the Services in any form and/or by any means; (viii) remove and/or destroy any copyright notices and/or other proprietary markings contained on and/or in the Services; (ix) intentionally hold PandaDoc and/or their employees and/or directors up to public scorn, ridicule and/or defamation; (x) promote and/or provide information about illegal activities and/or physical harm and/or injury to any group, individual, institution and/or property; (xi) take any action that imposes or may impose (as determined by us in our sole and absolute

discretion) an unreasonable and/or disproportionately large load on our (and/or our third party providers') infrastructure; (xii) run any form of auto-responder and/or "spam" on the Services, or use the Services to conduct or forward illegal contests, pyramid schemes, chain letters, unsolicited or unauthorized advertising, promotional materials, or unsolicited e-mail or multi-level marketing campaigns ; (xiii) use the Services for any unlawful purpose and/or to violate any federal, state, international law, code of conduct and/or other guidelines which may be applicable to the Services provided; (xiv) access, store, distribute or transmit any viruses, malware, or other harmful material during the course of your use of the Service; (xv) make the functionality of the Services available to multiple users through any means, including, but not limited to distribution of the Services or by uploading the Services to a network and/or file-sharing service and/or through any hosting, application services provider and/or any other type of service, and/or (xvi) circumvent or disable any security or technological features or measures of the Services. You will comply with any technical restrictions on the Services that allow you to use the Services only in certain ways. Any unauthorized use of the Services terminates the rights granted by PandaDoc pursuant to the Terms.

5. Payment

5.1. You can purchase a monthly or annual plan and your credit card on file will be charged on a recurring basis. All fees due and payable by you to PandaDoc under the Terms must be paid in full without any deduction, set-off, counterclaim or withholding of any kind unless required by law. All fees due and payable under the Terms are exclusive of applicable taxes, which will be added at the prevailing rate from time to time. When you sign up for a paid plan, you are agreeing to pay and take responsibility for all charges made in accordance with the chosen plan, and your subscription will automatically renew at the end of the subscription term unless you cancel as further set forth herein. PandaDoc reserves the right to change the fees and/or applicable charges at the conclusion of the initial term and in advance of the renewal coming into effect.

5.2. Cancellation policy. You agree to notify PandaDoc in writing of any changes to your account information or termination of its authorization at least thirty (30) days prior to the next billing date. Upon cancellation pursuant to this Section 5.2, you will pay all outstanding fees, taxes, charges and expenses owed under the Account, if applicable. However, no refunds (prorated or otherwise) are provided upon cancellation. In the interest of fairness to all of our clients, no exceptions will be made.

5.3. Free 14-day trial. PandaDoc offers a free 14-day trial for all of our plans. You are not required to enter payment information, but your plan will expire at the end of the 14th day (or earlier, at our discretion). If you choose to enter billing information, your first charge will occur at the end of the 14th day after your signup date. If you elect the 14-day trial and you cancel your Account before the end of the 14th day, you won't be billed at all, even if you entered your billing information. If you do not purchase a plan during the 14-day trial period, the data you include may be permanently deleted.

5.4. Monthly plan billing. PandaDoc's monthly plans provide month-to-month access, with monthly charges being made each renewal day (the same day of the month that you originally signed up for the plan). Monthly plans automatically renew every month. If you cancel before an upcoming renewal day, you will have access to your Account through the end of the then-current month.

5.5. Annual plan billing. PandaDoc's annual plans provide year-to-year access and a substantial savings over the month-to-month plan. Annual charges will be made each renewal date (the same date of the year that you originally signed up for the plan). Annual plans automatically renew every year thereafter. If you cancel before an upcoming renewal date, you will have access to your Account through the end of the then-current year.

5.6. Failed charges; Suspension. If your credit card on file is closed or the Account information is changed, or if, for any reason, a charge is rejected, you shall immediately update your Account or supply a new payment account, as appropriate. If you are unable to update your credit card account with appropriate information, then PandaDoc will send an invoice to you detailing the amount due. You must pay the amount due in full within seven (7) days after the date of the invoice. You agree to notify PandaDoc in writing of any changes to your Account information or termination of any authorization at least thirty (30) days prior to the immediately subsequent billing date. In the event payment dates fall on a weekend or holiday, you understand that the payments may be executed on the next business day. Unpaid amounts are subject to a late charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Services. PandaDoc may, without liability to you, disable the password, Account and access to all or part of the Services if any fees owed are not paid within forty-five (45) days after such fees first becoming due and payable under the Terms. In the event of the foregoing, PandaDoc shall not be obligated to provide any and/or all of the Services until such fees are paid in full. Accounts that have been terminated may be reactivated if valid

payment information is entered and the card can be successfully processed for all charges accrued on the Account since the failed credit card charge.

6. User content

6.1. You represent and warrant that: (i) any information and/or User Content you provide in connection with your access to and/or use of the Services is true, accurate and complete and you will maintain and update such information regularly; (ii) you will respect the intellectual property, other information, and all rights of PandaDoc, others using the Services, and all third-parties; and (iii) any information and/or User Content you provide in connection with your access to and/or use of the Services does not infringe on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity and/or other rights.

6.2. User content. All content you or your users upload, create, submit, distribute, and/or post to the Services, including but not limited to, document layouts, source code, pictures, video and other images, audio materials, graphics, document or data files, information relating to natural and other persons, messages, e-mail and other communications, files, texts, personalization settings and other information and/or content, which is or may be provided to PandaDoc and/or placed on your PandaDoc page, or inputted and/or uploaded by you via the Services (“User Content”) whether publicly posted or privately transmitted, is the sole responsibility of the person who originated such User Content. PandaDoc has no responsibility and/or liability for the deletion and/or accuracy of any User Content; the failure to store, transmit and/or receive transmission of User Content; and/or the security, privacy, storage and/or transmission of other communications originating with and/or involving use of the Services. You hereby grant PandaDoc a worldwide, non-exclusive, royalty-free, perpetual, irrevocable, assignable, sub-licensable, transferable license to use, edit, modify, truncate, aggregate, reproduce, distribute, prepare derivative works of, display, and perform the User Content for purposes of providing the Services and allow PandaDoc to use your name and logo for PandaDoc’s marketing purposes. You alone are responsible for User Content, and once published, it cannot always be withdrawn. You represent that you own, and/or have the necessary permissions to use and authorize use of User Content as described in these Terms. Notwithstanding anything herein to the contrary, PandaDoc may collect aggregated, anonymized data that cannot identify any person and that is derived from and/or created through your use of the Services.

6.3. Feedback. Please keep in mind that we do not seek any unsolicited ideas and/or materials for the Services. If you provide us (in a direct mail, email and/or otherwise) with any feedback, suggestions, improvements, enhancements, recommendations and/or feature requests relating to the Services (“Feedback”), then you further grant to PandaDoc a worldwide, perpetual, irrevocable, royalty-free license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner it deems appropriate, any and all Feedback, and to sublicense the foregoing rights. PandaDoc will treat any Feedback you provide to PandaDoc as non-confidential and non-proprietary. You represent and warrant that you have all rights necessary to submit the Feedback.

6.4. Content provided by others. The Services may contain User Content provided by other users and/or third parties. Please carefully choose the information that you post on, through and/or in connection with the Services. You assume all risks associated with User Content, including anyone’s reliance on its quality, accuracy, and/or reliability by you. We are not responsible for, and do not control such User Content. PandaDoc disclaims any and all liability for your disclosure of personally identifiable or confidential information you submit via the Services to other users. It is your responsibility to ensure that Services users to whom you submit personally identifiable or confidential information will take appropriate security and non-disclosure measures.

7. Prohibited user content

You agree that you will not under any circumstances transmit any User Content (including software, text, images, or other information) that:

- (i) is unlawful and/or promotes unlawful activities;
- (ii) defames, harasses, abuses, threatens, or incites violence towards any individual or group;
- (iii) is pornographic, discriminatory and/or otherwise victimizes and/or intimidates an individual and/or group on the basis of religion, gender, sexual orientation, race, ethnicity, age and/or disability;

(iv) is spam, is machine- or randomly-generated, constitutes unauthorized or unsolicited advertising, chain letters, any other form of unauthorized solicitation and/or any form of lottery and/or gambling;

(v) contains and/or installs any viruses, worms, malware, Trojan horses and/or other content that is designed or intended to disrupt, damage and/or limit the functioning of any software, hardware, and/or telecommunications equipment and/or to damage and/or obtain unauthorized access to any data and/or other information of any third party;

(vi) infringes on any proprietary right of any party, including patent, trademark, trade secret, copyright, right of publicity and/or other rights;

(vii) impersonates any person or entity, including any of our employees or representatives; and/or

(viii) contains payment card data, including credit or debit card data; and/or

(ix) violates the privacy of any third party or PandaDoc employee and/or representative.

8. Review of user content by PandaDoc

8.1. Enforcement. PandaDoc does not undertake to screen, review, edit, censor and/or otherwise filter and/or control User Content and/or the behavior of users of User Content and/or the Services. PandaDoc may, but shall not be obliged to, review, either by manual and/or automated means, all User Content which is and/or may be uploaded on this Services, and monitor and/or review any areas of this Services where users transmit and/or post communications or communicate with each other or PandaDoc (as applicable). We reserve the right (but have no obligation) to review any User Content, and to investigate and/or take appropriate action against you in our sole discretion if you violate the Terms and/or otherwise create liability for us or any other person. Such retained right shall be interpreted as coming under your documented instruction for the processing of Personal Data. Such action may include, without limitation, removing and/or modifying your User Content, terminating your Account, and/or reporting you to law enforcement authorities.

8.2. User Content Liability. PandaDoc shall not be liable for any loss, deletion, removal and/or failure of delivery to the intended recipient of user content, whether caused by computer virus, unauthorized access and/or otherwise. You

may retain a back-up copy of all User Content and should you do so, you undertake that you shall do so in respect of all uploaded User Content. PandaDoc reserves the right to deny access to this site and delete User Content at any time without notice.

8.3 You acknowledge and agree that PandaDoc utilizes third-party service providers to host and provide the Services and store User Content and the protection of such User Content will be in accordance with that third-party's safeguards for the protection of the security, confidentiality, and integrity of the User Content. You are responsible for properly configuring and using the Services, and taking appropriate steps to maintain security, protection and backup of any User Content. PandaDoc is not responsible for any unauthorized access to, alteration of, and/or the deletion, destruction, damage, loss and/or failure to store any of, User Content and/or other information that you submit and/or uses in connection with the Services (including without limitation as a result of your errors, acts or omissions).

9. No legal advice; Electronic communication

9.1. No legal advice. The Services do not contain legal advice and PandaDoc is not a law firm. It does not offer legal advice, legal opinions, recommendations, referrals, and/or counseling. Part of the Services that PandaDoc may provide could involve the construction of contracts, and/or other legal relations and although we attempt to ensure our information is accurate and useful, we recommend that you consult with an attorney of your choosing should you require legal assistance. Finally, other than the Services PandaDoc provides, PandaDoc plays no part in agreements between you and other users.

9.2. Local Laws. The use of the Services may be governed by the laws of different countries or regions, and you agree to abide by such local laws. You agree that your use of any electronic signatures will be as valid as any manual signatures if authorized by local law, and you will ensure that your use of electronic signatures is in conformance with local laws and regulations.

9.3. Electronic Communications. By using the Services, you agree to receive certain communications in connection with them. The communications between you and PandaDoc use electronic means, whether you use the Services or send us emails, text messages, or whether PandaDoc posts notices on the Services or communicates with you via email. For contractual purposes, you (i) consent to receive communications from PandaDoc in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, disclosures, and other

communications that PandaDoc provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be a hardcopy in writing. You agree that text messages may be generated by automatic telephone dialing systems. Standard text messaging charges applied by your cell phone carrier will apply to text messages that we send. IF YOU WISH TO OPT OUT OF PROMOTIONAL EMAILS, YOU CAN UNSUBSCRIBE FROM OUR PROMOTIONAL EMAIL LIST BY FOLLOWING THE UNSUBSCRIBE OPTIONS IN THE PROMOTIONAL EMAIL ITSELF. IF YOU WISH TO OPT OUT OF PROMOTIONAL TEXTS, YOU MAY TEXT "STOP" FROM THE MOBILE DEVICE RECEIVING THE MESSAGES. YOU ACKNOWLEDGE THAT YOU ARE NOT REQUIRED TO CONSENT TO RECEIVE PROMOTIONAL TEXTS OR CALLS AS A CONDITION OF USING THE SERVICES. HOWEVER, YOU ACKNOWLEDGE THAT OPTING OUT OF RECEIVING ALL TEXTS MAY IMPACT YOUR USE OF THE SERVICES. THE FOREGOING DOES NOT AFFECT YOUR NON-WAIVABLE RIGHTS.

10. Term; Termination

Subject to this Section, the Terms will remain in full force and effect while you access and/or use the Services. We may terminate your Account and/or your access to and/or use of all or any part of the Services at any time, with or without cause, with or without notice, effective immediately and without liability, which may involve deletion of your User Content associated with your Account from our databases. You agree that PandaDoc will not be liable to you or to any third party for such action(s) taken. If you wish to terminate your Account, you may do so through your Account by following the instructions. PandaDoc will have no liability whatsoever to you for any termination of your rights under the Terms, including without limitation, for termination of your Account and/or deletion of your User Content.

11. Disclaimer of liability

11.1. PandaDoc is under no obligation to become involved in any dispute that you have with other users and/or in any incident that you are party to with other users, or that are affected by and/or otherwise related to the Services.

11.2. PandaDoc disclaims all liability relating to any User Content, including any error, virus, defamation, libel, obscenity or inaccuracy contained in any User Content, whether or not arising under the laws of copyright, libel, privacy or otherwise, any prohibited User Content and any other User Content. You are solely responsible for any damage (including, without limitation, to the Services)

resulting from use (and/or submission) of any User Content and/or the Services (including without limitation disputes and incidents described in the preceding sections) and related transactions and/or occurrences. PandaDoc shall have no responsibility for unauthorized access to your Account, and/or automatic forwarding of messages and/or viruses (caused by viruses or otherwise).

12. No liability for lost data

Where PandaDoc provides web hosting or other services via the Services involving the provision of computer storage space, and/or in relation to other relevant services, PandaDoc reserves the right to impose and vary limits and/or restrictions (temporary or otherwise) on the use of the Service, including, without limitation, limits on the storage provided by reference to storage space, time/age of files, number and/or size of files, amount of data downloaded and/or uploaded and/or any other criteria PandaDoc may specify. Any content and/or materials which exceeds any such limit may be deleted and/or not accepted for such storage without liability to PandaDoc.

13. Disclaimer of warranties and limitation of liability

13.1. DISCLAIMER OF WARRANTIES. THE SERVICES, AND ANY CONTENT, ARE PROVIDED BY PANDADOC TO YOU ON AN “AS IS,” “AS AVAILABLE” BASIS, EXCEPT AS EXPRESSLY SET FORTH IN THE TERMS. PANDADOC DOES NOT MAKE ANY OTHER WARRANTY OF ANY KIND WHETHER EXPRESS, STATUTORY AND/OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND FROM COURSE OF DEALING, USAGE AND/OR TRADE PRACTICE, ALL OF WHICH PANDADOC EXPRESSLY DISCLAIMS. WITHOUT LIMITING THE FOREGOING, PANDADOC AND/OR ITS LICENSORS, PARTNERS AND CONTENT PROVIDERS MAKE NO WARRANTY THAT (I) THE SERVICES AND/OR CONTENT WILL MEET YOUR REQUIREMENTS AND/OR WILL BE CONSTANTLY AVAILABLE, UNINTERRUPTED, TIMELY, SECURE AND/OR ERROR-FREE; (II) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE EFFECTIVE, ACCURATE AND/OR RELIABLE; (III) ANY CONTENT AND/OR SOFTWARE AVAILABLE AT AND/OR THROUGH THE SERVICES IS FREE OF VIRUSES AND/OR OTHER HARMFUL COMPONENTS AND/OR (IV) PANDADOC WILL BE LIABLE AND/OR OTHERWISE RESPONSIBLE FOR ANY FAILURE AND/OR DELAY IN UPDATING THE SERVICES AND/OR ANY CONTENT. NO

ADVICE AND/OR INFORMATION, WHETHER ORAL AND/OR WRITTEN, OBTAINED BY YOU FROM PANDADOC AND/OR THROUGH YOUR ACCESS TO AND/OR USE OF THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

13.2. IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SERVICES, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO SIXTY (60) DAYS FROM THE DATE OF FIRST USE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PANDADOC AND/OR ITS AUTHORIZED REPRESENTATIVES WILL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

13.3. LIMITATION OF LIABILITY. IN NO EVENT WILL PANDADOC, ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, LICENSORS, AND/OR SUPPLIERS BE LIABLE TO YOU AND/OR ANYONE ELSE FOR (I) ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING THOSE RESULTING FROM LOSS OF USE, DATA AND/OR PROFITS, WHETHER OR NOT FORESEEABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT LIABILITY, AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY, EVEN IF PANDADOC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE; AND/OR (II) ANY BUGS, VIRUSES, TROJAN HORSES, AND/OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGIN). THE FOREGOING SHALL APPLY DESPITE ANY NEGLIGENCE, MISCONDUCT, ERRORS AND/OR OMISSIONS BY PANDADOC ITS EMPLOYEES, REPRESENTATIVES AND/OR AGENTS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL AND/OR INCIDENTAL DAMAGES, IN SUCH STATES, PANDADOC'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

13.4. PANDADOC'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES THAT YOU SUFFER IN CONNECTION WITH THE SERVICES IS LIMITED TO THE AMOUNT PAID BY YOU TO PANDADOC IN CONNECTION WITH THE SERVICES IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN PANDADOC AND YOU.

14. Indemnity and waiver

14.1. Indemnification. You will defend, indemnify and hold PandaDoc, our suppliers and licensors, and our respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns harmless from all demands, proceedings, losses, costs, damages, awards, fees, expenses, and/or liabilities of any nature including without limitation reasonable attorneys' fees, that arise from and/or relate to (i) your use of the Services and/or inability to use the Services; (ii) your User Content; (iii) your violation of the Terms, (iv) your violation of any rights of a third party through use of the Services or User Content; (v) fraud you commit and/or your intentional misconduct and/or negligence (vi) your interaction with any other user; and/or (vii) your use of the Services that is in violation of any applicable data protection/privacy law. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will assist and cooperate with us in asserting any available defenses. You agree not to settle any matter without the prior written consent of PandaDoc. PandaDoc will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

14.2. Waiver. You hereby forever discharge and release us, our affiliates and each of our subsidiaries and their respective employees, contractors, directors, suppliers and representatives from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, and/or that relates directly or indirectly to: (i) the Services; (ii) any inaccurate, incomplete, unreliable, illegal or infringing content posted on the Services, whether caused by us or any user of the Services, or by any of the equipment or programming associated with or utilized in the Services; (iii) the conduct, whether online or offline, of any user; (iv) any injury, loss or damage caused by another user or User Content posted on the Services, whether online or offline; and (v) any error, omission, interruption, deletion, defect, delay in operation and/or transmission, communications line failure, theft and/or destruction and/or unauthorized access to, and/or alteration of, the Services users' communications.

14.3. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

15. Confidentiality

15.1 “Confidential Information” means any non-public data, information and other materials regarding the products, software, services, customer list, or business of a party (and/or, if either party is bound to protect the confidentiality of any third party’s information, of a third party) provided to the other party where such information is marked or otherwise communicated as being “proprietary” or “confidential” or the like, or where such information should, by its nature, be reasonably understood to be confidential and/or proprietary. For clarification purposes, ‘Confidential Information’ includes ‘Personal Data,’ Personally Identifiable Information, Personal Information or similar term as defined under applicable data protection law. Without limiting the foregoing, the Software and any performance data, benchmark results, and technical information relating thereto, the Documentation, PandaDoc’s pricing information and the terms and conditions of this Agreement (but not its existence) shall be deemed the Confidential Information of PandaDoc. The party disclosing Confidential Information shall be referred to herein as the “Disclosing Party” and the party receiving Confidential Information shall be referred to herein as the “Receiving Party.”

15.2 Notwithstanding the foregoing, Confidential Information shall not include information which:

- i. is already or becomes known to the Receiving Party prior to disclosure by the Disclosing Party or independently of the Receiving Party’s knowledge of the Confidential Information and is not subject to an obligation of confidentiality;
- ii. is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information;
- iii. is rightfully obtained by the Receiving Party without breach of this Agreement and/or from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or
- iv. was lawfully and demonstrably in the possession of the Receiving Party without an obligation of confidentiality and without use of or reference to the Disclosing Party’s Confidential Information.

15.3 The Receiving Party agrees not to use or disclose the Confidential Information of the Disclosing Party for any purpose other than as necessary and appropriate to perform its obligations under this Agreement, including through dissemination to its officers, directors, employees, agents, affiliates, and subcontractors (and their employees) (collectively “Representatives”) who have a need to know such Confidential Information and who are bound in writing to confidentiality obligation

at least as protective as those herein. The Receiving Party will cause such Representatives to comply with this Agreement and will assume full responsibility for any failure to comply with the terms of this Agreement. The Receiving Party will not transfer or disclose any Confidential Information to any third party without the Disclosing Party's prior written consent and without such third party having a contractual obligation (consistent with this Section 15) to protect and keep such Confidential Information confidential. The Receiving Party agrees to treat all Confidential Information of the Disclosing Party in the same manner as it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care. Notwithstanding the foregoing, a party may disclose information concerning this Agreement and the transactions contemplated under this Agreement, including providing a copy of this Agreement, to any or all of the following: (i) potential acquirers, merger partners, investors and their personnel, attorneys, auditors and investment bankers, solely in connection with the due diligence review of such party by persons and provided that the disclosures are made in confidence; (ii) the party's outside accounting firm; or (iii) the party's outside legal counsel.

15.4 If the Receiving Party is requested or required to disclose any of the Disclosing Party's Confidential Information under a subpoena, court order, statute, law, rule, regulation or other similar requirement (a "Legal Requirement"), the Receiving Party will, if lawfully permitted to do so, provide prompt notice of such Legal Requirement to the Disclosing Party so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. If the Disclosing Party is not successful in obtaining a protective order or other appropriate remedy and the Receiving Party is legally compelled to disclose such Confidential Information, or if the Disclosing Party waives compliance with the provisions of this Agreement in writing, the Receiving Party may disclose, without liability hereunder, such Confidential Information solely to the extent necessary to comply with the Legal Requirement.

15.5 Insofar as User Content constitutes Personal Data (or any related term) under applicable data protection law, Receiving Party shall, taking into account the nature of the processing, assist Disclosing Party by 1) implementing appropriate technical and organizational measures (as is possible), 2) ensuring its compliance with legal obligations, and 3) make all information necessary to demonstrate lawful compliance available to Receiving Party.

15.6 The parties agree that ownership of any Confidential Information (including, without limitation, all Intellectual Property rights) in and to any materials owned by the other party shall remain exclusively with that party, and nothing in this Agreement shall imply that any right or license in respect of such Intellectual Property is being granted to the other party.

15.7 Upon termination or expiration of this Agreement and upon the Disclosing Party's written request, the Receiving Party will return to the Disclosing Party all copies of Confidential Information already in the Receiving Party's possession or within its control. Notwithstanding the foregoing, the Receiving Party shall be entitled to keep copies of any records it is required to retain by law or regulation, and/or copies retained as part of the Receiving Party's backup or record retention process, such as this Agreement, the proposal, and due diligence information provided by the Disclosing Party, which shall remain subject to the confidentiality terms set forth herein. Alternatively, with Disclosing Party's prior written consent, the Receiving Party may destroy such Confidential Information; provided that the Confidential Information is: (i) destroyed in accordance with applicable law, rule or regulation; and (ii) is rendered unreadable, undecipherable and otherwise incapable of reconstruction, in which case an officer of the Receiving Party will certify in writing to the Disclosing Party that all such Confidential Information has been so destroyed. The obligations with respect to Confidential Information, as set forth in this Section 11, shall continue in force and effect for a period of five (5) years after termination or expiration of this Agreement. Notwithstanding the foregoing, Confidential Information that constitutes a trade secret of the Disclosing Party will be subject to the terms of this Agreement for as long as such information remains a trade secret under applicable law.

15.8 Each party acknowledges that a breach of this Section 11 may result in irreparable and continuing damage to the Disclosing Party for which monetary damages may not be sufficient, and each party agrees that the Disclosing Party will be entitled to seek, in addition to its other rights and remedies hereunder or at law, injunctive or all other equitable relief, and such further relief as may be proper from a court of competent jurisdiction. The terms of this Section 15 shall survive the expiration or termination of this Agreement.

16. Links

The Services may integrate with and/or provide links to various other independent third-party products and/or services ("Linked Sites") that may be

of interest to you and are for your convenience only. PandaDoc does not control and/or endorse such Linked Sites and is neither responsible for their content nor responsible for the accuracy and/or reliability of any information, data, opinions, advice and/or statements contained within such Linked Sites. You will need to make your own independent judgment regarding your interaction with Linked Sites at your own risk. We encourage you to be aware when you leave the Services and to read the terms and conditions and privacy policy of each Linked Site that you visit. PandaDoc reserves the right to terminate any link and/or linking program at any time in its sole and absolute discretion. We disclaim all warranties, express and implied, as to the accuracy, validity, and legality and/or otherwise of any materials and/or information contained on such Linked Sites.

17. Miscellaneous

17.1. Applicable Law. To the extent International data protection laws apply to the processing of personal data between PandaDoc and the customer, the default Data Processing Agreement (“DPA”) and attached Standard Contractual Clauses found at [PandaDoc DPA](#) are incorporated by reference and form a part of these Terms of Service, unless expressly provided otherwise in writing by both parties.

17.2. Entire Agreement; Conflict. Unless otherwise agreed to by PandaDoc and you in writing, the Terms (including, without limitation, the terms and conditions set forth herein and PandaDoc’s operating rules, policies and/or procedures as described above) constitutes the entire agreement between PandaDoc and you concerning the subject matter hereof.

17.3. Governing Law. Except to the extent applicable law, if any, provides otherwise, this Agreement and any access to or use of the Services will be governed by the laws of the State of Delaware, U.S.A., excluding its conflict of law provisions.

17.4. Arbitration. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under the Terms shall be finally settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”) by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in the State of Delaware, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce the Terms shall be entitled to costs and attorneys’ fees. You can opt-out and decline this

agreement to arbitrate by contacting PandaDoc within thirty (30) days from the date that you first became subject to this arbitration provision (i.e.: the date you initially accepted the Terms).

(i) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and PandaDoc in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND PANDADOC WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(ii) **Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION 17.3 MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this Section is deemed invalid or unenforceable, neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court located in the State of Delaware.

17.5. Reference. You agree that we may reference you as our customer, and that we may reasonably use, on a royalty-free basis, your trademark and/or logo for such purpose.

17.6. Severability. If any part of the Terms is held invalid or unenforceable, that part will be construed to reflect the parties' original intent, and the remaining portions will remain in full force and effect. A waiver by either party of any term or condition of the Terms and/or any breach thereof, in any one instance, will not waive such term and/or condition or any subsequent breach thereof.

17.7. Assignment. You may not assign your rights under the Terms to any other party without PandaDoc's express prior written consent; PandaDoc may assign its rights under the Terms without condition. The Terms will be binding upon and will inure to the benefit of the parties, their successors and permitted assigns.

17.8. Force Majeure. Except for payment obligations, neither PandaDoc nor you will be liable by reason of any failure or delay in the performance of its obligations on account of events beyond the reasonable control of a party,

which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, shortages, riots, pandemics, fires, acts of God, war, strikes, terrorism, and governmental action.

17.9. Survival. All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, licenses of User Content, ownership provisions, warranty disclaimers, indemnity provisions and limitations of liability.

17.10. No Waiver. No waiver by either you and/or PandaDoc of any breach and/or default and/or failure to exercise any right allowed under the Terms is a waiver of any preceding and/or subsequent breach and/or default and/or a waiver and/or forfeiture of any similar and/or future rights under the Terms.

Contact

If you would like to request additional information regarding the Terms or for any questions regarding a commercial relationship with PandaDoc, please contact us at legal@pandadoc.com.

Please note that PandaDoc does not accept red lines or changes to our Terms of Service. Changes will only be reviewed for annual subscription plans subject to PandaDoc's Master Services Agreement (MSA). Please contact a sales representative to request an editable version of PandaDoc's MSA.