



Master Services Agreement

Version 2.8, March 2026

THIS MASTER SERVICES AGREEMENT (this “**MSA**”) is effective on the date of final signature (the “**Effective Date**”) and is entered into between Snapdocs, Inc. (“**Snapdocs**”), and the entity identified as “Customer” below (“**Customer**”).

1. DEFINITIONS.

- a. “**Affiliate**” means, with respect to either party, an entity that controls, is controlled by, or is under common control with such party.
- b. “**Authorized Users**” means Customer’s employees and consultants or contractors that are authorized by Customer to use the Services solely for Customer’s purposes in accordance with the Agreement.
- c. “**Confidential Information**” means non-public information of the parties exchanged in connection with the Agreement, including, without limitation, the features, functionality, and performance of the Services, the commercial terms of the Agreement, and other proprietary, financial, or business information. Confidential Information does not include any information which (i) was already in the possession of or known by Recipient prior to receipt from Discloser; (ii) was independently developed by Recipient without any benefit from or use of the Confidential Information of Discloser; (iii) is in or has entered the public domain through no breach of the Agreement or other wrongful act of Recipient; (iv) has been rightfully received by Recipient from a third party without breach of the Agreement or other confidentiality obligation; (v) has been approved for release by written authorization of Discloser; or (vi) is required to be disclosed by a court of competent jurisdiction or by any applicable law or regulation, provided that, except to the extent prohibited by law, Discloser is given reasonable notice and an opportunity to contest such disclosure.
- d. “**Customer Data**” means the electronic data that is uploaded to the Services by or on behalf of Customer and includes any eNotes created in Customer’s use of the Services. Customer Data does not include data that is independently derived by Snapdocs, Performance Data, Aggregated Data, data obtained by Snapdocs from a third party, or data uploaded to any non-production or test environment of the Services.
- e. “**Customer Materials**” means any equipment, systems, software, facilities, or ancillary services needed to connect to, access, or otherwise use the Services and not provided by or on behalf of Snapdocs hereunder.
- f. “**Damages**” means all liabilities, damages, costs, fees, and expenses, including reasonable attorneys’ fees.
- g. “**Discloser**” means the party disclosing Confidential Information, as applicable.
- h. “**eNotes**” means electronic promissory notes.
- i. “**End Users**” means Customer’s customers or potential customers authorized by Customer to access or use certain aspects of the Services.
- j. “**Feedback**” means any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer or any Authorized Users or End Users in connection with the Services.
- k. “**Fees**” means the fees, charges and other amounts described in the Agreement.
- l. “**Order Form**” means a written order executed by the parties that references this MSA and describes the type and detail of Services to be provided by Snapdocs to Customer and the applicable Fees therefor.
- m. “**Order Term**” means the term during which the Services are to be provided as described in the applicable Order Form, including any renewals thereof. The Order Term may sometimes be referred to as the “Subscription Term”.



- n. **“Performance Data”** means data and other information collected or created by Snapdocs that relates to the provision, use and performance of the Services, software and related systems and technologies.
- o. **“Recipient”** means the party receiving Confidential Information, as applicable.
- p. **“Services”** means the services provided by Snapdocs to Customer as described in an Order Form.
- q. **“Snapdocs Technology”** means the software, any documentation, or data (other than Customer Data), and all other technology (other than Customer Materials) constituting, related to, or used to provide the Services.
- r. **“Terms of Use”** means the current version of Snapdocs’ Terms of Use, available at <https://www.snapdocs.com/tos>.
- s. **“Third Party Claim”** means a suit, claim, demand, action or proceeding brought by or on behalf of any person or entity that is not a party to the Agreement, excluding any affiliates or representatives of any such party.

2. SERVICES. Snapdocs agrees to provide, and Customer agrees to purchase, the Services under and subject to the terms of the Agreement. The **“Agreement”** means this MSA, all Order Forms, Terms of Use, and all exhibits or attachments thereto.

3. TERM AND TERMINATION.

a. **Term.** The term of this MSA (the **“Term”**) begins on the Effective Date and continues until terminated in accordance with an express right set forth herein. The Services shall be provided for the duration of the Order Term. Unless otherwise set forth in the Order Form, upon the conclusion of the Order Term the Services shall automatically renew for subsequent Order Term periods equal to twelve (12) months each, unless either party provides notice of non-renewal not later than thirty (30) days prior to the expiration of the then-current Order Term.

b. **Termination.** Either party may terminate this MSA or any applicable Order Form (i) if the other party materially breaches the Agreement and fails to cure the breach within thirty (30) days following such party’s receipt of written notice, or (ii) if the other party has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. Termination of an Order Form shall not terminate this MSA. Snapdocs may suspend any affected Service upon notice (email is sufficient) if any payment is not received when due, or in the event of a breach of Section 6(d) (Use of Service) or Section 8(a) (Snapdocs Technology and Applicable Use Restrictions). Upon expiration or termination of the Agreement or any Order Form, Customer will remain responsible for any accrued but unpaid Fees due under the Agreement or the applicable Order Form(s) plus all committed or non-refundable Fees due under the applicable Order Form(s). Additionally, unless otherwise provided in an Order Form, upon any such termination Snapdocs shall cease provision of the Services and all rights of Customer or any Authorized User or End User to access and use the Services shall automatically terminate.

4. BILLING AND PAYMENT.

a. **Invoicing.** Unless otherwise set forth in the applicable Order Form, Customer agrees to pay all undisputed Fees via ACH within thirty (30) days (or three (3) days for “Vendor Pay” Services) following Snapdocs’ issuance of the applicable invoice. Except as otherwise expressly set forth in the Agreement, all Fees are non-refundable and are not subject to offset or reduction. Snapdocs may apply a late payment Fee equal to the lesser of 1.5% per month or the maximum amount permitted by law, plus all expenses of collection, to any amounts not paid when due. Customer must notify Snapdocs in writing of any disputes regarding invoiced Fees prior to the applicable due date, and Customer must pay all undisputed



Fees by the due date for the invoice. Except as otherwise expressly provided in an Order Form, Snapdocs reserves the right to change or institute new Fees upon not less than 60 days' prior notice to Customer (email being sufficient) prior to the renewal of an Order Term. Customer agrees that (i) any Fees passed on to Customer's customers or consumers will not exceed the Fees payable to Snapdocs hereunder, and (ii) Customer shall provide its customers or consumers an opportunity to opt-out of digital closings.

b. Taxes. Customer shall be responsible to remit to the appropriate jurisdiction all applicable taxes, including sales, use, gross receipts, VAT, levy, GST, and similar transaction taxes imposed by any jurisdiction on Customer's purchase or use of the Services, excluding taxes based on Snapdocs' income.

5. CONFIDENTIALITY.

a. Standard of Care and Use. Recipient agrees to protect the Confidential Information of Discloser with the same degree of care that it uses to protect its own Confidential Information of a similar nature, but no less than a reasonable degree of care. Except as permitted by this Agreement, Recipient will (i) only use Discloser's Confidential Information to the extent reasonably necessary in connection with the Agreement and (ii) not disclose, release, or otherwise make available Discloser's Confidential Information to any third party other than Recipient's agents, consultants, subcontractors, and Affiliates having a reasonable need to know in connection with the Agreement and then only provided that such third parties have previously agreed to be bound by obligations of confidentiality to Recipient at least as restrictive as those imposed on Recipient under this MSA. Recipient will be responsible for any disclosure or other use of Discloser's Confidential Information by any such third parties in breach of this MSA.

b. Return or Destruction. Promptly following Discloser's written request upon termination of the Agreement, Recipient agrees to either (i) return all copies of Discloser's Confidential Information, or (ii) destroy all copies of Discloser's Confidential Information using commercially reasonable means and, if requested by Discloser, confirm such destruction to Discloser in writing (email being sufficient). The foregoing shall not require the return or destruction of any copies of Confidential Information retained in standard archival or computer back-up systems or pursuant to legal, regulatory, or standard internal document or email retention practices, provided that all such copies of Confidential Information shall remain subject to the protections provided in this Section for the period retained. For avoidance of doubt, this Section 5.b. shall not apply to Performance Data or Aggregated Data.

c. Remedies. Each party acknowledges and agrees that any breach or threatened breach of this Section 5 may result in irreparable and continuing damage to Discloser for which there may be no adequate remedy at law. Accordingly, in such event, Discloser shall be entitled to seek injunctive or other equitable relief as may be appropriate.

6. COMPLIANCE AND SECURITY.

a. Compliance with Laws. Customer agrees that it will comply with all laws and regulations applicable to the use of the Services including, without limitation, the Electronic Signatures in Global and National Commerce Act (ESIGN), the Uniform Electronic Transactions Act (UETA) and the Gramm-Leach-Bliley Act (GLBA), as so applicable. Snapdocs agrees that it will comply with all laws and regulations applicable to Snapdocs as a technology service provider.. The Services, and derivatives thereof, may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied party list. Customer will not access or use any Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.



b. Customer Data and Materials. Customer will ensure that all Customer Data and Customer Materials comply with all applicable laws and regulations and are stored, maintained, and transmitted in accordance with reasonable information security practices (including those relating to encryption). Customer will obtain and maintain all necessary rights, consents, and authorizations with respect to the Customer Data and Customer Materials as may be required in connection with the Services including, without limitation, any consents required in connection with customer or consumer-related data collection and consumer communications (including, without limitation, sending informational text messages to consumers) pursuant to applicable federal and state laws such as the Telephone Consumer Protection Act and the California Consumer Privacy Act (“CCPA”). As between Customer and Snapdocs, Customer shall retain all of Customer’s right, title, control, and interest in and to the Customer Data and Customer Materials, including, but not limited to consumer data defined as “Personal Information” under the CCPA. Nothing in the Agreement shall grant to Snapdocs any ownership interest or right of control in any Customer Data or Customer Materials. Customer shall defend, indemnify, and hold Snapdocs harmless from and against all Damages arising from Third Party Claims to the extent arising out of or relating to Customer’s right to provide any Customer Data or Customer Materials, including any inaccuracies therein or any noncompliance of such materials with applicable law or End User requirements, in accordance with the procedures set forth in Section 8(c). Snapdocs’ use of Customer’s consumer data shall be as Customer’s “Service Provider” as defined under the CCPA and Snapdocs will only process Personal Information on behalf of Customer and in accordance with Customer’s reasonable instructions. Customer hereby grants to Snapdocs a license to access and use the Customer Data and Customer Materials and to sublicense such rights to its subcontractors, all as reasonably required in connection with the provision of the Services in accordance with the terms of the Agreement. Notwithstanding anything to the contrary herein, Customer further agrees that Snapdocs may use and access the Customer Data (i) during the Term, for development, diagnostic and corrective purposes relating to the Services, including the creation of Performance Data, and (ii) during and after the Term for the creation of Aggregated Data (as defined below) to be used by Snapdocs in connection with its business. “Aggregated Data” means any Customer Data that is not identifiable or attributable to Customer or any of its Authorized Users or End Users. Upon any termination or expiration of an Order Form, Snapdocs will make all applicable Customer Data available to Customer for electronic retrieval for a period of fifteen (15) days, but thereafter Snapdocs may delete stored Customer Data. Snapdocs will store and maintain Customer Data exclusively within data centers physically located in the United States and will not store Customer Data outside of the United States. Notwithstanding the foregoing, Snapdocs’ employees, contractors, and agents may access Customer Data from locations outside of the United States through secure, authenticated connections (including U.S.-based virtual private networks or equivalent controls) that logically restrict access to Customer Data to Snapdocs’ US-based systems and environments, for the purposes of providing and improving Snapdocs Services.

c. Information Security. Snapdocs has adopted an information security program designed to comply with applicable laws and protect the information, systems and solutions owned or controlled by Snapdocs from loss, misuse and unauthorized access or disclosure. Such program includes annual employee security awareness training and other administrative, technical, and physical safeguards appropriate to the size, complexity, nature, and scope of the Services. The Snapdocs information security program is subject to change by Snapdocs from time to time.

d. Use of Service. Customer and its Authorized Users and End Users will not (i) use or access the Services in a manner that interferes with or harms any Snapdocs or third-party systems, software, equipment or personnel or their use of any of the foregoing; (ii) use or access the Services to store or send infringing, libelous, unlawful, harassing, abusive, threatening, vulgar, obscene or otherwise objectionable material; (iii) use or access the Services to store or send material in violation of third party privacy rights or other rights; (iv) transmit any virus, worm, spyware, Trojan Horse or other malicious



code to the Service; or (v) attempt to gain unauthorized access to the Services or any Snapdocs Technology. Customer's Authorized Users and End Users may access and use the Services only in compliance with the Terms of Use and the terms of the Agreement, provided that in the event of a conflict between the Terms of Use and the Agreement, the Agreement will control. Although Snapdocs has no obligation to monitor Customer's or its Authorized Users' use of the Services, Snapdocs may do so and may prohibit any use of the Services it believes may be (or is alleged to be) in violation of the Agreement. As part of the registration process, Customer may be required to identify an administrative username and password for Customer's account on the Services. Customer and its Authorized Users and End Users shall secure and keep all usernames and passwords provided to or used by Customer or its Authorized Users and End Users in connection with the Services strictly confidential and only use them for the purposes for which they were provided. Without limiting Snapdocs' other remedies under the Agreement, Snapdocs reserves the right to refuse registration of, or cancel, usernames or passwords for any known or reasonably suspected violation of the Agreement. Customer will be responsible for its Authorized Users' and End Users' use of the Services and ensuring such use in accordance with the Agreement. Customer will promptly notify Snapdocs upon becoming aware of, and will reasonably cooperate with Snapdocs to prevent or terminate, any unauthorized use of the Services and remediate any issues relating thereto.

7. PERFORMANCE EXCEPTIONS.

a. Service Interruptions. Snapdocs agrees to use commercially reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner that minimizes errors (i.e., material deviations from the applicable Order Form) and interruptions. The Services may be temporarily unavailable from time-to-time for maintenance (scheduled or emergency) or because of other causes beyond Snapdocs' reasonable control. Snapdocs shall use commercially reasonable efforts to notify Customer (via email or web posting) of any scheduled Service interruption. As Customer's sole and exclusive remedy for service errors or interruptions, Snapdocs will use commercially reasonable efforts to correct the error or restore the Service.

b. Service Changes. Snapdocs may update the Services from time to time to evolve the Services to meet changes in industry practices, customer demand and other relevant factors. Such changes will not materially reduce the functionality of the Services during the Order Term of the applicable Order Form.

c. Customer Materials. Customer is responsible for procuring and maintaining Customer Materials meeting or exceeding the minimum requirements for the Services set forth in applicable Services documentation or otherwise provided by Snapdocs from time to time. Customer acknowledges that failure to use or procure Customer Materials that meet the minimum requirements for the Services may result in the inability to use the Services and/or processing failures or errors. Customer exclusively determines the content of all Customer Data and Customer Materials transmitted through the Services, the identity of recipients, the order, timing, and conditions of delivery or execution, and whether such documents, disclosures, workflows and processes comply with applicable law. Snapdocs does not validate, or approve document content or regulatory compliance, and any interaction between the Services and End Users occurs solely at Customer's direction. Customer acknowledges that Snapdocs does not act as a lender, settlement agent, title agent, document preparer, notary, custodian of record (except where required by applicable law), or legal advisor.

d. Notaries. Customer understands and agrees that Snapdocs is not a party to any agreements entered into between Customer and notary signing agents (collectively, "Notaries") identified or ordered by Customer through the Services. Notaries are not employees, contractors, or agents of Snapdocs. Snapdocs has no control over the services or conduct of



Notaries and disclaims all liability in this regard. All Notaries accessing the Services will be required to accept and comply with the Terms of Use and Customer agrees to pay all Notaries engaged by Customer in a timely manner.

e. Disclaimer. SNAPDOCS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT THE SERVICES WILL OPERATE IN COMBINATION WITH CUSTOMER DATA, CUSTOMER MATERIALS OR CUSTOMER'S OTHER CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY SNAPDOCS. SNAPDOCS ALSO DOES NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS", AND SNAPDOCS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INTELLECTUAL PROPERTY.

a. Snapdocs Technology and Applicable Use Restrictions. Snapdocs owns and retains all right, title, and interest in and to (i) the Snapdocs Technology and all improvements, enhancements, and modifications thereto, (ii) any software, applications, inventions, or other technology developed in connection with the provision of the Services or support, (iii) Performance Data and Aggregated Data, and (iv) all intellectual property rights related to any of the foregoing. ALL RIGHTS IN SNAPDOCS TECHNOLOGY NOT EXPRESSLY GRANTED TO CUSTOMER IN THE AGREEMENT ARE RESERVED BY SNAPDOCS. Customer will not, and will not authorize or permit any person or entity to, directly or indirectly: (1) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Snapdocs Technology; (2) modify, translate, or create derivative works based on the Snapdocs Technology; (3) use the Snapdocs Technology for the benefit of a third party (except to the extent expressly permitted by Snapdocs in writing); (4) use the Snapdocs Technology as the basis for developing a competitive solution (or contract with a third party to do so); (5) remove any proprietary notices or labels from the Snapdocs Technology; or (6) use or permit use of the Snapdocs Technology except as expressly permitted by the Agreement.

b. Performance Data and Feedback. Snapdocs shall have the right to collect, create and analyze Performance Data to (i) use such data internally to improve and enhance the Services and for other development, diagnostic, and corrective purposes relating to the Services and other Snapdocs offerings, and (ii) to disclose such data in connection with its business, provided that any such disclosure (other than in accordance with Section 5 (Confidentiality) above) may only be made in a form that is not identifiable or attributable to Customer or any of its Authorized Users or End Users. All Feedback shall be owned by Snapdocs and to the extent Customer retains any right, title, or interest therein, Customer hereby grants Snapdocs a non-exclusive, perpetual, irrevocable, transferable, and sublicensable right and license to use, modify, and otherwise exploit such Feedback without any restriction or payment.

c. Intellectual Property Infringement. Each party agrees to defend, indemnify, and hold harmless the other from and against all Damages arising from Third Party Claims alleging that the other party's receipt or use of any technology or data provided by the indemnifying party (including, without limitation, the Services and Snapdocs Technology provided by Snapdocs, and Customer Data and Customer Materials provided by Customer) infringes, misappropriates, or violates the U.S. patent, copyright, trademark, or other rights of such third party. Neither party shall have any obligation under this Section to the extent that a claim arises from (i) the combination, use or operation of any technology or data with any service or product not provided by the indemnifying party (other than combinations approved in writing by the indemnifying party), (ii) any modification of the technology or data made by (or at the direction of) the indemnified party, or (iii) the use or



operation of any technology or data by the indemnified party other than in accordance with the Agreement. The indemnifying party's obligations hereunder are subject to the indemnified party (1) promptly notifying the indemnifying party of the claim (provided that relief will only be afforded to the extent any delay actually prejudices defense of the claim), (2) giving the indemnifying party sole control over the defense and settlement of the claim, and (3) providing the indemnifying party with information and reasonable cooperation and assistance. If an infringement claim is brought or threatened hereunder, the indemnifying party shall, at its option and expense, (x) procure for the other party the right to make continued use thereof, (y) replace or modify the applicable technology with substantially similar non-infringing technology, or (z) if (x) and (y) above are not feasible, terminate the other party's continued use of the infringing technology, and the parties will work together reasonably to develop a mutually acceptable resolution. This Section provides the sole and exclusive obligations and remedies in the event of any infringement as contemplated herein.

9. LIMITATION OF LIABILITY.

a. Waiver of Consequential Damages. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, RELIANCE, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOST OR IMPUTED PROFITS OR REVENUES, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED, AND REGARDLESS OF WHETHER A PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL SNAPDOCS BE LIABLE FOR ANY INTERRUPTION OF USE OR FOR LOSS, INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY.

b. Monetary Damages Cap. EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, CUSTOMER'S OBLIGATIONS AS DESCRIBED IN SECTION 6(b) (CUSTOMER DATA AND MATERIALS), THE PARTIES OBLIGATIONS UNDER SECTION 8 (INTELLECTUAL PROPERTY), AND DAMAGES TO THE EXTENT RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, THE TOTAL AGGREGATE LIABILITY OF EACH PARTY ARISING FROM OR RELATED TO THE AGREEMENT (INCLUDING WITHOUT LIMITATION, ANY DATA SECURITY BREACHES), WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER TO SNAPDOCS FOR THE AFFECTED SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE DATE ON WHICH THE CLAIM ARISES.

10. INSURANCE. During the Term, Customer and Snapdocs will each maintain the following insurance coverage with reputable insurance companies: (i) Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; (ii) Workers Compensation insurance with statutory limits as required in the state(s) of operation; (iii) Errors & Omissions and Cyber insurance with a limit of not less than \$2,000,000 per claim and \$2,000,000 in the aggregate; and (iv) Crime Coverage insurance with aggregate limits of not less than \$2,000,000.

11. MISCELLANEOUS.

a. Entire Agreement, Severability and Survival. The Agreement constitutes the entire agreement of the parties regarding the Services, and supersedes all prior agreements, letters, proposals, and understandings. All waivers, amendments and modifications of the Agreement must be made in writing and signed by both parties. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be modified to the minimum extent necessary so the Agreement will otherwise remain in full force and effect. All provisions in the Agreement, which by their nature are intended to survive expiration or termination shall so survive. In the event of a conflict between an Order Form and this MSA, the terms of the Order Form will prevail.



- b. Assignment and Delegation. Neither party may assign all or any portion of the Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign the Agreement without the consent of, but upon written notice to, the other party: (i) in the event of a merger in which the party is not the surviving entity, (ii) in the event of a sale of all or substantially all of its assets, or (iii) to an Affiliate of such party. Snapdocs may, as it deems appropriate, engage independent contractors, consultants, or other persons or entities to aid in performing Snapdocs' duties under the Agreement, provided Snapdocs will remain directly responsible for the performance of such duties.
- c. Marketing and Publicity. Customer agrees that Snapdocs may include Customer's name and/or logo on public and private customer lists and may reference Customer on Snapdocs' website and other marketing materials. Customer further agrees that Snapdocs may issue a press release and may publish case studies and/or webinars regarding the Agreement and Customer's use or intended use of the Services. Customer agrees to reasonably cooperate with Snapdocs in connection with the foregoing.
- d. Force Majeure. Neither party shall be liable to the other for any failure to perform its obligations (other than payment obligations) hereunder to the extent such failure is caused by circumstances reasonably beyond the control of such party.
- e. Status of the Parties. No agency, partnership, joint venture, or employment is created because of the Agreement and neither party shall have any authority of any kind to bind the other party in any respect whatsoever. The parties agree that they are independent contractors with respect to each other.
- f. No Third Party Beneficiaries. This Agreement and the Services are solely for the benefit of the parties and their permitted successors and assigns. No End User, consumer, borrower, notary, or other third party is an intended beneficiary of the Agreement, and no such person shall have any right to enforce any provision of the Agreement. Snapdocs provides the Services solely to Customer and has no contractual relationship with, or duty to, any End User. Customer is solely responsible for its relationships, disclosures, communications, and agreements with End Users. Any interaction between the Services and End Users occurs solely at Customer's direction.
- g. Governing Law. The Agreement shall be governed by and construed under the laws of the State of Delaware without regard to its conflicts of laws principles.
- h. Notices. Notices required under the Agreement will be addressed to each party at the addresses shown below and will be deemed received (i) the next business day if sent by email (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, (ii) the next business day if sent by national overnight courier service, or (iii) three days after mailing if sent by registered or certified U.S. mail, return receipt requested.
- i. Execution. The Agreement and any amendment or modification thereof may be executed (i) in multiple counterparts, each of which will be an original and together will constitute the same instrument, and (ii) by use of agreed-upon electronic signature programs.

