

Signority Terms of Service

Updated April 2nd, 2026

This Signority Terms of Service Agreement (the “Agreement”) is made and entered into by and between Signority Inc. (“Signority” or “Service Provider”), a wholly owned subsidiary of CodeLathe Technologies Inc. dba FileCloud (“FileCloud”), and the entity or person agreeing to these terms (“Customer”). Signority’s electronic signature and document workflow services are offered as part of FileCloud’s integrated content and collaboration platform. This Agreement is effective as of the date Customer clicks to accept the Agreement or first accesses or uses the Service, whichever is earlier (the “Effective Date”). If you are accepting on behalf of Customer, you represent and warrant that: (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement. If you do not have the legal authority to bind Customer, please do not click to accept. This Agreement governs Customer’s access to and use of the Service. These Terms may be modified from time to time; the date of the most recent revision will appear at the top of this page. Customer’s continued use of the Service following notice of any modification constitutes acceptance of the revised terms. If you do not agree to the revised terms, you must stop using the Service. If you are a User of a Customer bound by an Enterprise Subscription Agreement, then the terms set out in the Enterprise Subscription Agreement (“ESA”) will govern your access and use of the Service, except to the extent expressly addressed herein.

1. Definitions

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

“**Control**”, for purposes of this Agreement, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity. “**Customer Data**” means all electronic data or information submitted by Customer to the Service.

“**FileCloud**” means CodeLathe Technologies Inc. dba FileCloud, the parent company of Signority Inc.

“**FileCloud Platform**” means the FileCloud content and collaboration platform into which the Service is integrated, offered under separate terms.

“**Applicable Data Protection Laws**” means all privacy and data protection laws and regulations applicable to the processing of personal data under this Agreement, including, without limitation, the Personal Information Protection and Electronic Documents Act (PIPEDA), Canada’s Law 25 (Quebec), and the California Consumer Privacy Act (CCPA), as each may be amended or supplemented from time to time.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs.

“**Order Form**” means any ordering document, online order, or purchase order entered into between Service Provider (or an authorized reseller) and Customer specifying the Services purchased, applicable fees, and subscription term.

“Service Provider” means Signority Inc., a wholly owned subsidiary of FileCloud.

“Signer” means an individual who is designated by a User to sign or otherwise execute a document transmitted through the Service, and who may or may not hold a User subscription.

“Scheduled Maintenance Window” means the recurring period during which planned maintenance of the Service may be performed, of which Service Provider shall provide at least forty-eight (48) hours’ prior notice via the Service or by email.

“Subprocessor” means any third-party engaged by Service Provider or FileCloud to process Customer Data in connection with providing the Service.

“Electronic Signature” means an electronic sound, symbol, or process attached to or logically associated with a document and executed or adopted by a person with the intent to sign the document, as recognized under applicable electronic signature laws including the Electronic Commerce Act (Ontario), the UETA, and ESIGN.

“Service” means the online, web-based electronic signature and document workflow platform provided by Service Provider, accessible at www.signority.com and/or other designated websites or as integrated within the FileCloud platform, including all associated offline components, as further described in the User Guide.

“Term” has the meaning ascribed to that term in Section 10.1.

“User” means an individual who prepares and transmits documents for signatures for whom Customer has purchased a subscription or multiple subscriptions to entitle Customer to make the Service available to Users.

“User Guide” means the online user guide for the Service, accessible at www.signority.com, as updated by Service Provider from time to time.

1A. FileCloud Ownership and Integration

1A.1 Signority Inc. is a wholly owned subsidiary of CodeLathe Technologies Inc. dba FileCloud. The Service is integrated with and offered as part of the FileCloud platform. FileCloud may exercise rights and perform obligations under this Agreement on behalf of Signority. References to “Service Provider” in this Agreement shall include FileCloud to the extent FileCloud performs any obligations or exercises any rights hereunder.

1A.2 When Customer accesses the Service through the FileCloud Platform, the FileCloud EULA (available at <https://www.filecloud.com/eula/>) and FileCloud Online Terms of Service (available at <https://www.filecloud.com/filecloud-online-tos/>) may apply to Customer’s use of the FileCloud Platform features, and this Agreement shall govern Customer’s use of the Signority electronic signature and document workflow features. In the event of a conflict between this Agreement and the FileCloud Online Terms of Service with respect to the Signority Service specifically, this Agreement shall prevail.

1A.3 FileCloud may, from time to time, update the integration between the Service and the FileCloud Platform. Service Provider will provide Customer with at least thirty (30) days’ prior written notice of any material changes to the integration that may affect Customer’s existing workflows or data access.

1B. Data Protection and Privacy

1B.1 Service Provider and FileCloud shall process Customer Data in accordance with Applicable Data Protection Laws. Service Provider's Privacy Notice (available at www.signority.com/privacy) and FileCloud's Product Privacy Notice (available at <https://www.filecloud.com/product-privacy-notice>) are incorporated herein by reference. By using the Service, Customer consents to the collection, use, and disclosure of its information consistent with those notices.

1B.2 Service Provider shall maintain a list of Subprocessors engaged to process Customer Data and shall make such list available to Customer upon request. Service Provider shall notify Customer at least thirty (30) days prior to engaging a new Subprocessor that will process Customer Data. Customer may object to a new Subprocessor within such notice period; if the parties cannot resolve the objection, Customer may terminate the affected subscription on thirty (30) days' written notice.

1B.3 In the event of a confirmed personal data breach affecting Customer Data, Service Provider shall notify Customer without undue delay and, in any event, within seventy-two (72) hours of becoming aware of the breach, to the extent feasible. Such notification shall include: (i) a description of the nature of the breach; (ii) the categories and approximate number of individuals affected; (iii) the likely consequences of the breach; and (iv) the measures taken or proposed to address the breach.

1C. Electronic Signature Compliance

1C.1 The Service facilitates Electronic Signatures and document workflows. Service Provider represents that the Service is designed to generate Electronic Signatures that comply with applicable electronic signature legislation, including the Electronic Commerce Act, 2000 (Ontario), the Personal Information Protection and Electronic Documents Act (PIPEDA), the U.S. Electronic Signatures in Global and National Commerce Act (ESIGN), and the Uniform Electronic Transactions Act (UETA), where applicable. Customer is solely responsible for determining the legal sufficiency and enforceability of any Electronic Signature or document executed through the Service for its particular use case, and for complying with any sector-specific requirements (including under securities, notarization, real estate, or government laws) that may impose additional requirements beyond what the Service provides.

1C.2 Service Provider shall maintain an audit trail for each document executed through the Service, capturing at minimum: (i) the identity information provided by each Signer; (ii) the IP address and timestamp of each signature event; (iii) the document hash before and after execution; and (iv) any authentication steps completed. Such audit trails shall be made available to Customer for the duration of the Term and for a period of seven (7) years following the execution of the relevant document, or such longer period as Customer requests in writing at additional cost.

2. Grant of License

2.1 Provision of Service

Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement and payment of the applicable fees, Service Provider shall make the Service

available to Customer during the Term for the purpose of allowing Customer to use the Service internally for Users for whom subscriptions have been purchased. Customers shall not use the Service for any other purposes.

2.2 User Subscriptions

User subscriptions are for designated Users and cannot be shared or used by more than one User.

2.3 Customer Affiliates

Customer Affiliates may use the Service and may purchase User subscriptions subject to the terms of this Agreement by executing Order Forms hereunder. Customer shall cause each Customer Affiliate to comply with the terms and conditions of this Agreement to the full extent as if such Affiliate were a party hereto, and any act or omission relating to this Agreement by such Customer Affiliate shall be deemed an act or omission of Customer. In addition, each party may use one or more Affiliates to perform its obligations under this Agreement, provided that such use shall not affect such party's obligations hereunder and any act or omission by such Affiliate relating to this Agreement shall be deemed an act or omission of such party.

2.4 Open-Source Licenses

Our service utilizes Ghostscript library version 9.26, which can be obtained from <https://github.com/ArtifexSoftware/ghostpdl/downloads/releases/tag/gs926>.

The Ghostscript library is licensed under the Affero General Public License (AGPL), the terms of which can be found here: <https://www.gnu.org/licenses/agpl-3.0.html>. Users of our service have the right to obtain the corresponding source code. To request the source code directly, please contact us. Our use of the Ghostscript libraries complies with the AGPL. If you have any interest in our work with Ghostscript under compliance, please contact us directly.

3. Use of the Service

3.1 Service Provider Responsibilities

Service Provider shall:

(i) maintain the security of the Service and the Customer Data, including implementing and maintaining commercially reasonable administrative, physical, and technical safeguards consistent with industry standards including ISO 27001 or SOC 2 Type II equivalent controls; (ii) provide basic support to Customer at no additional charge; and (iii) use commercially reasonable efforts to make the Service available twenty-four (24) hours a day, seven (7) days a week, except for: (a) planned downtime (of which Service Provider shall give at least forty-eight (48) hours' notice via the Service; or (b) any unavailability caused by circumstances beyond Service Provider's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Service Provider employees), computer, telecommunications, Internet service provider or hosting facility failures or delays involving

hardware, software or power systems not within Service Provider's possession or reasonable control, and denial of service attacks. Further information can be found at <https://www.filecloud.com/filecloud-support-plans/>.

3.2 Customer Responsibilities

Customer shall: (i) be solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data, and for obtaining all necessary consents from Signers and other individuals whose personal data is included in Customer Data; (ii) have sole responsibility of ensuring the accuracy of the contact information contained in your Signority user profile to respond to Signority's queries in a timely fashion; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Service and notify Service Provider promptly of any such unauthorized access or use; and (iv) comply with all applicable local, provincial, state, federal and foreign laws in using the Service.

3.3 Fair Dealings Policy

If applicable, if for any given thirty 30-day period, your use of server space exceeds the allowed amount of server storage capacity as advertised for your specific Service Plan, you will be found to be in violation of your policy. If you are found to be in violation of this policy, you will be issued a warning by Signority. From the time the warning is issued, you will have fourteen 14 days to comply with the policy. If after this 14-day period you remain in violation of the Agreement or any other conditions imposed by Signority, your account will be suspended until you have taken some action to reactivate. Server space shall be defined as total bytes stored on our servers by you through the use of the Application.

Servers other than those owned and/or operated by Signority may be used by you to store documents processed by the Application, in which case the server space used by these external servers shall not be calculated for the purposes of the allowed amount of storage. Any violation may subject your account to a more limited functionality, or in the case of concerns about abuse, may also subject your account to termination or deactivation. Any failure by Signority to enforce this Policy does not constitute a waiver of Signority's right to enforce past or current violations at any time in the future.

3.4 Use Guidelines

Customer shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than as contemplated by this Agreement; (ii) use the Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (iv) use the Service to send or store Malicious Code; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

3.5 Incremental Services

From time to time, certain additional Service Provider or third-party functionality (such functionality being deemed not to be part of the Service) may be made available by Service Provider to Customer (in the case of third-party functionality, such functionality being made available on a pass-through basis pursuant to terms specified by the third-party provider of such functionality), and which additional functionality may be purchased by Customer for additional fees in accordance with such terms and conditions as may be applicable to such additional functionality (such terms and conditions prevailing in the event of any inconsistency with the terms and conditions of this Agreement).

3.6 Publicity

Neither party may issue press releases relating to this Agreement without the other party's prior written consent, such consent not to be unreasonably withheld. Each party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard trademark guidelines.

4. Fees & Payments

4.1 Fees

In consideration for the receipt of the Service, Customer shall pay Service Provider the Service Fees, all as specified on the Pricing page of the Signority website and in any subsequent Order Forms submitted pursuant to this Agreement. All amounts are payable in the currency we quoted for your account (and we reserve the right to change the quoted and transactional currency). Except as otherwise specified herein or in an Order Form, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, fees paid are non-refundable except as expressly provided in Sections 8.2 and 10.3, and a subscription cannot be terminated during the relevant subscription term stated in the applicable Order Form. Because fees are based on monthly or yearly units, fees for subscriptions purchased in the middle of a monthly or yearly period will be charged for that service period in full. Unused documents cannot be carried into a new service period.

4.2 New, Legacy, Obsolete and Changed Price Plans.

At any time during the Term of this Agreement, Signority may remove, modify, or launch new price plans. Should your plan be discontinued or modified, you will be informed thirty (30) days in advance before the deadline by sending an email to your billing administrator's email account. Customers that fail to respond will be automatically moved to a new plan that is disclosed in the email. It is the customer's responsibility to keep the billing administrator's email address up to date. Signority will not refund subscription fees.

4.3 Invoicing & Payment

charges are due net seven (7) days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information on the Service.

4.4 Overdue Payments

Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Service Provider' discretion, late charges at the rate of 1.5% of the outstanding balance per month (18% per annum), or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.5 Taxes

Unless otherwise stated, Service Provider' fees do not include any direct or indirect local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, goods and services, harmonized, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Service Provider' net income or property. If Service Provider has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Service Provider with a valid tax exemption certificate authorized by the appropriate taxing authority.

4.6 Audit Rights

Service Provider shall have the right to use the capabilities of the Service to confirm the number of Users being managed by the Service and Customer's compliance with this Agreement.

4.7 Suspension of Service

If Customer's account is seven (7) days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Service Provider reserves the right to suspend the Service provided to Customer, without liability to Customer, until such amounts are paid in full.

5. Proprietary Rights

5.1 Reservation of Rights

Subject to the limited rights expressly granted hereunder, Service Provider reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2 Restrictions

Customer shall not (and shall not allow any third party to): (a) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service except to the extent that enforcement is prohibited by applicable law notwithstanding a contractual provision to the contrary; (b) circumvent any user limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service or User Guide; (d) frame or mirror any content forming part of the Service; (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service.

5.3 Customer Data

As between Service Provider and Customer, Customer exclusively owns all rights, title and interest in and to all Customer Data. Customer Data is deemed Confidential Information (see definition in section 6.1 below) under this Agreement. Service Provider shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request or as necessary for the operation of the Service or billing. Upon Customer's written request or upon expiration or termination of this Agreement, whichever occurs first, Service Provider shall, at Customer's election, either return Customer Data to Customer in a commercially standard, machine-readable format or securely delete Customer Data from Service Provider's systems within thirty (30) days, and certify such deletion in writing. Service Provider shall not retain any Customer Data beyond such period except to the extent required by applicable law.

5.4 Suggestions

Service Provider shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use and/or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the operation of the Service.

6. Confidentiality

6.1 Definition of Confidential Information

As used herein, "Confidential Information" means all confidential and proprietary information of a party (the "Disclosing Party") disclosed to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Customer Data, the Service, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2 Confidentiality

The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

6.3 Protection

Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4 Compelled Disclosure

If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5 Remedies

If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of the confidentiality requirements in this Agreement, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

6.6 Security of Personal Information

Service Provider maintains appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Customer Data. Details of the security measures employed are described in Service Provider's Security Policy, available upon request. By using the Service, Customer agrees that Service Provider and FileCloud may collect, use, and disclose Customer information consistent with the Privacy Notices referenced in Section 1B.1.

7. Warranties & Disclaimers

7.1 Warranties

Each party represents and warrants that it has the legal power to enter into this Agreement. Service Provider represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof.

7.2 Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. Mutual Indemnification

8.1 Indemnification by Service Provider

Subject to this Agreement, Service Provider shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) awarded to a third party against Customer by a court of competent jurisdiction in any claims, demands, suits, or proceedings made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party ("IP Claims"); subject to the condition that Customer (a) promptly gives written notice of each IP Claim to Service Provider; (b) gives Service Provider sole control of the defense and settlement of each IP Claim (provided that Service Provider may not settle or defend any IP Claim unless it unconditionally releases Customer of all liability); and (c) provides to Service Provider, at Service Provider's cost, all reasonable assistance in respect to each IP Claim.

8.2 Mitigation

If (a) Service Provider becomes aware of an actual or potential IP Claim, or (b) Customer provides Service Provider with notice of an actual or potential IP Claim, Service Provider may (or in the case of an injunction against Customer, shall), at Service Provider's sole option and determination: (I) procure for Customer the right to continue to use the Service; or (II) replace or modify the Service with equivalent or better functionality so that Customer's use is no longer infringing; or (III) if (I) or (II) are not commercially reasonable, terminate provision of the Service and refund to Customer any prepaid Service fees for any periods after the termination of the Service, less any outstanding monies owed by Customer to Service Provider.

8.3 Exclusions

The indemnity in Section 8.1 does not extend to (1) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Service furnished by Service Provider with other products, software or services not provided by Service Provider; (2) any IP Claim related to any Customer Data, or (3) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in this Agreement.

8.4 Indemnification by Customer

Subject to this Agreement, Customer shall defend, indemnify and hold Service Provider harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with any claims, demands, suits, or proceedings made or brought against Service Provider by a third party (i) alleging that the Customer Data, or Customer's use of the Service in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party, or (ii) as a result of any representations, warranties or other commitments made by Customer to any third party (including Users) in respect to the Service (any claims, demands, suits, or proceedings within (i) and (ii) hereinafter referred to as "Customer Claims"); provided, that Service Provider (a) promptly gives written notice of each Customer Claim to Customer; (b) gives Customer sole control of the defense and

settlement of each Customer Claim (provided that Customer may not settle or defend any Customer Claim unless it unconditionally releases Service Provider of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance in respect to each Customer Claim.

9. Limitation of Liability

9.1 Limitation of Liability

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

9.2 Exclusion of Consequential and Related Damages

IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.3 Certain Damages Not Excluded

NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) DAMAGES ARISING FROM INFRINGEMENT AND/OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (III) ANY CLAIMS FOR NON-PAYMENT.

10. Term & Termination

10.1 Term of Agreement

This Agreement shall commence as of the Effective Date and shall continue in full force and effect from the Effective Date and shall remain in effect for the subscription term set out in the applicable Order Form (the "Initial Term"). Thereafter, the term of the Agreement shall be automatically renewed monthly or annually or contract-specified time period on the term period of the Effective Date for renewal terms (any such subsequent renewal terms referred to in this Agreement as a "Renewal Term"), unless either party gives written notice of non-renewal to the other party at least thirty (30) days prior to the end of the Initial Term or any Renewal Term hereof. Collectively, the Initial Term and any subsequent Renewal Terms shall constitute the "Term". Terms can be cancelled via the Signority application web page or by email to support@signority.com. Finalized documents will be permanently deleted from Signority 30 days after cancellation.

10.2 Term of User Subscriptions

User subscriptions commence on the start date of the user sign up date or the relevant Order Form and continue for the subscription term specified therein. User subscriptions may be renewed monthly or annually or by specified renewal period in the Order Form.

10.3 Termination for Cause

A party may terminate this Agreement for cause: (i) upon thirty (30) days' written notice to the other party specifying a material breach of this Agreement if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Service Provider shall refund Customer any prepaid fees for any periods after the termination of the Agreement. Termination or expiration of this Agreement will cause termination of any User subscriptions that are then active. At the end of this thirty (30) day suspension period, your account shall be terminated and Customer Data will be handled in accordance with Section 5.3.

10.4 Outstanding Fees

Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Service Provider prior to the effective date of termination.

10.5 Surviving Provisions

The following provisions shall survive any termination or expiration of this Agreement: Sections 4 through 11.

11. General Provisions

11.1 Relationship to the Parties

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.2 No Third-Party Beneficiaries

There are no third-party beneficiaries to this Agreement.

11.3 Notices

All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to Service Provider shall be addressed to: Signority Inc., c/o FileCloud, 125 Park Avenue, FL 25, New York, NY 10017, Attn: Legal Department, with a copy by email to legal@filecloud.com. Notices to Customer shall be addressed to Customer's signatory of this Agreement or the billing administrator email address on file, unless otherwise designated in writing.

11.4 Waiver & Cumulative Remedies

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.5 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.6 Assignment

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, each party may assign this Agreement in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, and Service Provider may further assign this Agreement to FileCloud or any FileCloud subsidiary without Customer consent. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7 Governing Law

This Agreement shall be governed by the laws of the Province of Ontario, Canada, without regard to its conflict of law principles. No choice of laws or rules of any jurisdiction shall apply to this Agreement. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded.

11.8 Venue; Waiver of Jury Trial

Prior to initiating litigation, the parties shall attempt to resolve any dispute through good-faith negotiation for a period of thirty (30) days following written notice of the dispute. If unresolved, the provincial and federal courts located in Ottawa, Ontario, Canada, shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

11.9 Force Majeure

Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or

strikes, labor problems (other than those involving the employees of the affected party), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

11.10 Export

Customer acknowledges and agrees that the Service may be subject to export and import controls under the regulations of Canada, the United States and other countries, and Customer shall comply with all export and import control regulations of such countries. Customers shall not use the Service for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Customer shall be responsible for procuring all required permissions for any subsequent export, import or use of the Service.

11.11 Entire Agreement

This Agreement, including all schedules, exhibits and addenda thereto and all Order Forms, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any schedule, exhibit or addendum hereto or any Order Form, the terms of such schedule, exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.12 Counterparts

This Agreement may be executed by email and in counterparts, which taken together shall form one legal instrument.

11.13 Dispute Resolution

Any dispute, claim, or controversy arising out of or relating to this Agreement that cannot be resolved through the good-faith negotiation process described in Section 11.8 may be submitted by either party to binding arbitration in Ottawa, Ontario, under the rules of the ADR Institute of Canada, unless the dispute involves a claim for injunctive or equitable relief (which either party may seek in any court of competent jurisdiction). The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction. Nothing in this Section shall limit Service Provider's right to seek injunctive or equitable relief to protect its intellectual property rights.

11.14 Anti-Corruption

Each party represents and warrants that, in connection with this Agreement, neither it nor any of its directors, officers, employees, agents, or representatives has made or will make any payment or provide any benefit to any government official or other person for the purpose of improperly obtaining or retaining business. Each party shall comply with all applicable anti-corruption and anti-bribery laws, including the Corruption of Foreign Public Officials Act (Canada) and the U.S. Foreign Corrupt Practices Act.