

**ZorroSign
EULA**

End-User License Agreement ("Agreement")

Please read this End-User License Agreement ("Agreement") carefully before using ZorroSign ("Application").

By both parties executing this Agreement in writing, the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document ("you" or "Ordering Activity") are agreeing to be bound by the terms and conditions of this Agreement and the attached Terms and Conditions of Use.

If you do not agree to the terms of this Agreement and the Terms and Conditions of Use, do not use the Application.

License

The GSA Multiple Award Schedule Contractor acting on behalf of ZorroSign ("ZorroSign") grants you a revocable, non-exclusive, non-transferable, limited license to use the Application solely in accordance with the terms of this Agreement and the attached Terms and Conditions of Use. All references to ZorroSign herein shall be deemed references to the GSA Schedule Contract Holder. For avoidance of doubt, nothing herein shall establish privity of contract between ZorroSign and the Ordering Activity.

Restrictions

You agree not to, and you will not permit others to:

a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

Modifications to Application

ZorroSign reserves the right to modify, temporarily suspend or discontinue, temporarily or permanently, the Application or any service to which it connects,. In the event that ZorroSign discontinues the Application that Ordering Activity has contracted for, Ordering Activity shall be entitled to a pro rata refund for an fees paid not used.

Term and Termination

This Agreement shall remain in effect until terminated by you or ZorroSign.

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, ZorroSign shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

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Upon termination of this Agreement, you shall cease all use of the Application and delete all copies of the Application from your mobile device or from your desktop.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Amendments to this Agreement

ZorroSign reserves the right, at its sole discretion, to modify or replace the non-material terms and conditions of this Agreement at any time. Any material updates to this agreement shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms.

Contact Information

If you have any questions about this Agreement, please contact us.

This agreement is governed by United States Federal law.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Vendor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

Vendor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), sets forth the entire agreement and understanding of the Parties relating to the object hereof and merges all prior discussions and agreements of the matter hereof between them. A negotiated purchase order would take precedence as the negotiated purchase order would demonstrate any changes to these terms to meet the ordering activity's minimum needs.

Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f)

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