

ATTACHMENT 5

SUPPLEMENTAL TERMS OF SERVICE FOR PRIVATE CLOUD E-SIGNATURE SOLUTION

These Supplemental Terms of Service (“STOS”) apply to subscribers that purchase or subscribe to any privately hosted version of Company’s software “Private Cloud E-signature Solution” in addition to Company’s standard Terms of Service, “Agreement”. By downloading Company’s Private Cloud E-signature Solution you agree to be bound by this STOS.

1. Definitions. “Services” as defined in section 1 of the Agreement is hereby extended to include Company’s Private Cloud E-signature Solution. All other capital terms not defined here will have the same definition as in the Agreement.

2. Equipment Requirements. You are responsible for procuring, configuring and maintaining the necessary hardware and software (your “Equipment”) for operation of the Private Cloud E-signature Solution. You understand that the Private Cloud E-signature Solution may be installed and used using either a private instance of Amazon Web Services or the latest version of the VM Ware software installed on your private computer or server. If you are using VM Ware and a private computer/server, you must insure that you satisfy the minimum technical requirements included in applicable documentation.

3. Installation. Upon executing the order form, Company will provide you with a URL where you can download the Private Cloud E-signature Solution and a license key needed to register your Private Cloud E-signature Solution. Installation and configuration instructions can be found: . It is your responsibility to follow them and other instructions provided by the support team.

All license keys are only valid for a single installation. You are authorized to use the Private Cloud E-signature Solution only if you are properly licensed and the Private Cloud E-signature Solution has been properly activated with a genuine license key or by other authorized method provided by the Company and for the duration of the license.

4. Usage Limits. Unless provided otherwise in your order form, You may only install and use the Private Cloud E-signature Solution for a single organization and for a number of users and number of documents stated in your order form. Upon Company’s

request, you will periodically forward anonymized usage reports generated by the Private Cloud E-signature Solution.

5. Feature Limitations. You acknowledge that due to technical limitations not all features available in Company's cloud version of the Services may be available with the Private Cloud E-signature Solution.

6. Updates and Upgrades. You will be notified about available updates and upgrades for which you qualify via an email address on record. You will be responsible for following the instructions provided to you in such notifications and conducting the upgrade and updates on your Equipment. It is your responsibility to update your email address information with the Company.

7. Support. During the Subscription Period, you will have access to customer support in accordance with your Subscription Level. For certain support cases, you may need to provide Company remote access to your Private Cloud E-signature Solution or install updates to the Private Cloud E-signature Solution.

8. Disclaimers. If you will be using our Private Cloud E-signature Solution, you and solely you will be responsible for the security of your data and files. It is your responsibility to secure your environment from breach and malware. Company disclaims any and all liability arising from your failure to update/upgrade your Private Cloud E-signature Solution or Company's remote access to your Private Cloud E-signature Solution that has been authorized by you.

You must comply and shall cause each of your End Users to comply with this STOS, the Agreement, all laws, rules and regulations applicable to your/their use of the Private Cloud E-signature Solution and your/their Content.

9. Termination. Upon the earlier of the end of your Subscription Period or termination of the Agreement, you are required to immediately cease using and delete the Private Cloud E-signature Solution from all your Equipment.

11. Compliance with Laws; Export Control. You acknowledge that the Private Cloud E-signature Solution is of United States origin, and is provided subject to the U.S. Export Administration Regulations, may be subject to the export control laws of the applicable territory, and that diversion contrary to applicable export control laws is prohibited. You represent that (1) you are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) you will not permit the Private Cloud E-signature Solution to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

