Resolution No. 15-08

RESOLUTION OF SOUTH OGDEN CITY APPROVING AN AGREEMENT WITH SEAMLESSGOV FOR COMPUTER SERVICES INCLUDING ON LINE FORMS AND ACCESS, AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE IMMEDIATELY UPON POSTING AND FINAL PASSAGE.

WHEREAS, the City Council finds that the City of South Ogden ("City") is a municipal corporation duly organized and existing under the laws of Utah; and,

WHEREAS, the City Council finds that in conformance with Utah Code ("UC") § 10-3-717 the governing body of the city may exercise all administrative powers by resolution including, but not limited to regulating the use and operation of municipal property and programs; and,

WHEREAS, the City Council finds that it necessary to evaluate how the city deals with and manages the ability of South Ogden's citizens to submit any form, permit and application on line 24/7 in support city operations and its employees; and,

WHEREAS, the City Council finds that the city staff recommends that the city contract with Seamless for the provision of services designed to allow staff & citizens to fill out, e-Sign, pay, and actually submit any type of form from the web, tablet, or smart phone to the city; and,

WHEREAS, the City Council finds that SeamlessGov ("Seamless") has the professional ability to provide for these services to meet the city's needs; and,

WHEREAS, the City Council finds that City now desires to further those ends by contracting with Seamless to provide such services; and,

WHEREAS, the City Council finds that the public convenience and necessity requires the actions contemplated,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF SOUTH OGDEN AS FOLLOWS:

SECTION II - CONTRACT AUTHORIZED

That the **"SeamlessDocs License Agreement"** Attached Hereto As **Attachment "A"** and by This Reference Fully Incorporated Herein, Is Hereby Approved and Adopted; and That the City Manager Is Authorized To More Fully Negotiate Any Remaining Details under the Agreement On Behalf Of the City and Then to Sign, and the City Recorder Authorized to attest, any and all documents necessary to effect this authorization and approval.

SECTION III - PRIOR ORDINANCES AND RESOLUTIONS

The body and substance of all prior Resolutions, with their provisions, where not otherwise in conflict with this Resolution, are reaffirmed and readopted.

SECTION IV - REPEALER OF CONFLICTING ENACTMENTS

All orders, and Resolutions regarding the changes enacted and adopted which have been adopted by the City, or parts, which conflict with this Resolution, are, for such conflict, repealed, except this repeal shall not be construed to revive any act, order or resolution, or part repealed.

SECTION V - SAVINGS CLAUSE

If any provision of this Resolution shall be held or deemed or shall be invalid, inoperative or unenforceable such shall not have the effect of rendering any other provision or provisions invalid, inoperative or unenforceable to any extent whatever, this Resolution being deemed the separate independent and severable act of the City Council of South Ogden City.

SECTION VI - DATE OF EFFECT

This Resolution shall be effective on the 17th day of February, 2015, and after publication or posting as required by law.

PASSED AND ADOPTED BY THE CITY COUNCIL OF SOUTH OGDEN CITY, STATE OF UTAH, on this 17th day of February, 2015

SOUTH OGDEN CITY

_____
James F. Minster
Mayor

ATTEST:

_____
Leesa Kapetanov
City Recorder

ATTACHMENT "A"

Resolution No. 15-08

Resolution Of South Ogden City Approving An Agreement With SeamlessGov For Computer Services Including On Line Forms And Access, And Providing That This Resolution Shall Become Effective Immediately Upon Posting And Final Passage.

17 Feb 15

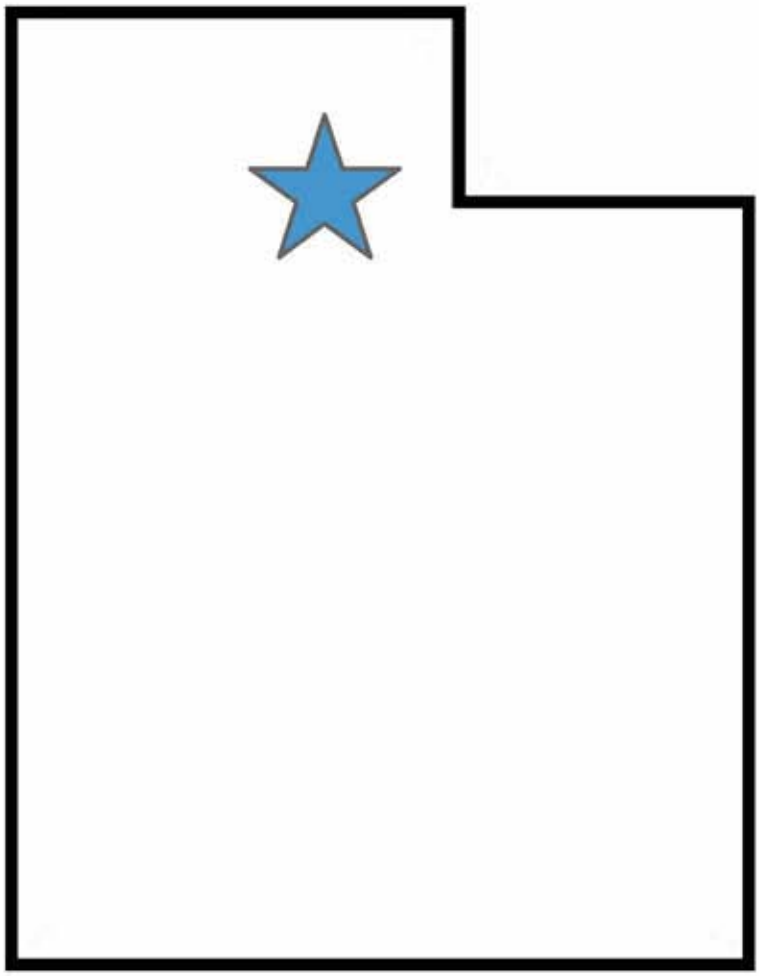
seamlessdocs

SeamlessGov Proposal

The **Future** in Government Forms

Exclusive Proposal

This proposal, and any attachments or links, is for the intended recipient(s) only, may contain information that is privileged, confidential and/or proprietary and subject to important terms and conditions available at seamlessdocs.com. If you are not the intended recipient, please disregard this proposal.



Prepared For: **Brian Minster | Ogden, UT**

Prepared By: **Walsh Costigan | Government Consultant**

Overview

Comprehensive Forms Engine and eSignature Platform

SeamlessDocs, the parent to SeamlessGov, was founded to help governments become more efficient and effective organizations by streamlining the entire form process, from creation to storage. The platform turns simple forms into smart automated business processes. Our form specialists work with your government to help you use our technology to "seamlessly" become paperless.

SeamlessGov exclusively works with the governments (federal, state, local). We specialize in solving paperless & efficiency initiatives across all departments and for any forms process.

We are also proud members of the government accelerator Code for America whose mission is to empower civic innovation.

Whether you want to convert existing paper forms, create new web forms or surveys, or easily electronically sign documents, the SeamlessDocs platform will be the solution for your organization.

CODE for AMERICA

South Ogden & SeamlessGov

*"By 2025 South Ogden City will stand out as the friendliest, safest, and most inviting place to live, work, and visit in Weber County; where engaged residents feel at home while enjoying the highest quality of life in a **vibrant community defining itself through innovative development and excellent public services.**"* - City Vision

South Ogden's citizens will be able to submit any form, permit and application **24/7 to the city hall**. Staff will never process any forms without all required information, attachments, and **payments**.

Automated internal forms allow more time to achieve initiatives and allocate resources to the city. For example, automate your **Time Sheets**, **Debt Memos**, **Inspections**, **Police Reports**, and **HR forms**!

As South Ogden moves forward in fulfilling its mission and pursuing its vision, the organization is committed to upholding its organizational values which include: **Sustainability & Innovation**, Optimism & Friendliness, **Public Service & Engagement**, Responsibility & Accountability, Integrity & Ethics, Diversity & Inclusion, and **Excellence in Everything.**

Save citizens' time. Save staff's time.

Bring in more revenue online.

Make South Ogden a leader in innovative technology.

With SeamlessGov, South Ogden can move forward in fulfilling its mission and pursuing it vision through upholding its organizational values of sustainability, innovation, and public service.

Seamless Benefits

By 2020, 1 in 3 Government transactions will be digital.

Online Forms

Allowing staff & citizens to fill out, eSign, pay, and actually submit ANY type of form from the web, tablet, or smartphone.

Creating Forms

An easy to use drag & drop form builder, allowing you to build robust forms & surveys to effectively collect data.

Cost Effective

Reduce amount of funds that are budgeted to operating expenses (paper, printers, scanners & legacy outdated solutions)

Efficiency

From creation of forms to storage & management, we automate the entire process of handling forms.

Going Green

Eliminates the dependence on paper both for your citizens & staff. **You never have to print paper forms again!**

Security

Increased level of security for completing & submitting forms, in addition to a more secure records management solution.

Service

Constituents will receive a higher level of service that includes not only faster approval, but improved response times.

Productivity

Staff will spend less time completing medial, time intensive paperwork tasks like data entry and scanning paper forms.

Why SeamlessGov?

More Cost Effective

- ✓ Save $4,000 on annual paper savings.
- ✓ Save $30,000 annually by eliminating excess legacy softwares.
- ✓ Save $5,000 on printing, scanning, faxing services annually.
- ✓ Save 200 hours on labor annually.
- ✓ Save $150 per misfiled form

Improved Time Efficiency

- ✓ Eliminate (avg) 25 hours/week (per department) of data entry.
- ✓ 24/7 access to all forms from smartphone, tablet or computer.
- ✓ Reduce time for document approval from days to hours.
- ✓ Increased production for your entire staff.
- ✓ Better experience. No need to download, print, scan or fax.

Increased Security & Compliance

- ✓ Real time access allows for the security & tracking of all forms.
- ✓ Fulfill paperless reduction mandates & initiatives.
- ✓ Full security methods with audit logs & activity feeds.
- ✓ Fully compliant with 508 requirements.
- ✓ Increased transparency for completed forms and data.
- ✓ Increased workflow oversight aimed at optimized productivity.

Pricing Proposal

Annual Licensing Fees

SeamlessDoc Package Type:	City-Wide Unlimited	
# of SeamlessDocs	Unlimited	**INCLUDED**
# of Web Forms	Unlimited	**INCLUDED**
# of Submissions	Unlimited	**INCLUDED**
# of Admin Users	5	**INCLUDED**
Virtual Training and Support	Unlimited	**INCLUDED**
		$4,950

Included free with your SeamlessDocs Package is Unlimited eSignatures, Yearly Account Management, the SeamlessDoc PDF Viewer, Phone, Email & Chat Support, and a Dedicated Account Manager!

Upgrades & Add Ons

Payment Integration (one time)	**INCLUDED**	**$2,500**

Start collecting payments directly from your form submissions. Set up an integration with Xpress Bill Pay and never process a form without payment again!

Private Labeling (one time)	Optional	**$1,500**

Rather than going to a URL like ***government.seamlessdocs.com/f/formname*** you will have a private labeled address, like ***docs.government/formname***.

Additional Users (annual)	Optional	**$500**

Add additional admin or group users to your account. This includes the ability to set permissions on what certain users see once logged in.

Total Subscription Fees:	$4,950
Total Custom One Time Fees:	$2,500
Total Upfront Fees:	$7,450
Total Proposal	**$7,450**

Pricing Quote (cont'd)

Upgrades & Add Ons

Client Portal	Optional	**Inquire**

A way for your end citizens to login to SeamlessDocs and view the status of their form submission. This includes the ability to save and continue the process of filling out forms.

Full API Access	Optional	**Inquire**

Full access to the SeamlessDocs API which allows your development team to customize plug-ins and add-ons for your existing systems.

Database Integration	Optional	**Inquire**

We can set up integrations with any 3rd party database which includes both the PDF and/or a CSV file automatically be synced to your database.

Custom Email Query	Optional	**Inquire**

Allow staff members to select the next signer from a list of internal staff email directory.

On Site Training	Optional	**$2,000**

In depth, hands-on training from a SeamlessDocs Expert for you and your team at your business. 1 full day of training with all of your users. **We will even buy lunch for the whole crew!**

Total Subscription Fees:	$4,950
Total Custom One Time Fees:	$2,500
Total Upfront Fees:	$7,450
Total Proposal	**$7,450**

Implementation

Go Live with Smarter SeamlessDocs in Days, not Months.

Phase 1: Discovery Call & Form Consulting
+ 1 Hour

Phase 2: Account Setup & User Training
+ 1 Day

Phase 3: SeamlessDoc Creation
+ 1 to 3 Business Days

Phase 4: Account Customizations
+ 1 to 3 Business Days

Implement: Go Live and Get Seamless!

Getting started is that easy. You will receive a dedicated account manager that's sole purpose it to help you use SeamlessDocs to the best of its ability.

Our paperless pros have seen more forms than the USPS! We guarantee your satisfaction and we look forward to working with you and your forms.

Agreement:

1 Year ☐ 3 Year ☐ 5 Year ☐

This Agreement is between:

Organization Name	
Street Address	
City, State, ZIP	
Primary Contact Name	
Primary Contact Email	
Billing Contact Name	
Billing Contact Email	

and Bizodo Inc. dba SeamlessDocs ("SeamlessDocs") with an address of 214 W 29th Street, 5th Floor, New York, NY 10001.

Payment Terms:

Multi year agreements are billable on an annual basis. If the entire proposal is paid upfront, there will be an additional 10% discount off the entire proposal amount.

Other Notes or Comments:

South Ogden has the authority to terminate this agreement within 30 days of signing for a full refund.

This Agreement is between the above Licensee and Bizodo Inc, dba SeamlessDocs. By executing this Agreement you are approving the pricing and subscription details for your custom plan.

South Ogden Representative:

Signature	
Signer Name	
Title	
Date	

SeamlessGov Representative:

Signature	
Signer Name	
Title	
Date	

SEAMLESSDOCS LICENSE AGREEMENT

This License Agreement is subject to the following terms and conditions.

1. LICENSE; LICENSEE OBLIGATIONS

1.1 License Grant

Subject to the terms and conditions of this License Agreement (the "Agreement"), including without limitation the payment of any required license fees, Bizodo Inc. d/b/a SeamlessDocs (hereinafter "SeamlessDocs"), grants to Licensee a non exclusive, non transferable license to use, for the purposes of the Licensee's internal professional use only: (i) SeamlessDocs designated software in object code form only, whether accessed remotely via SeamlessDocs' Internet site (the "Site") or otherwise; (ii) any associated access data, such as a password or passphrase; and (iii) all related documentation (collectively referred to as the "Licensed Property").

1.2 Restrictions on Use

Licensee acknowledges that the Licensed Property and its structure, organization, content, and source code constitute valuable intellectual property and/or trade secrets of SeamlessDocs and its licensors and suppliers. Licensee shall not provide Licensee's password to, or otherwise provide access to the Licensed Property to, any other third party, or sublicense, rent, or lease the Licensed Property to any third party. Licensee shall not, and shall not permit any third party to: (i) modify, adapt, alter, translate, or create derivative works from the Licensed Property; (ii) merge the Licensed Property with other software or other content, whether online or otherwise; (iii) sub-license, distribute, sell, provide for service bureau use, lease, rent, loan, or otherwise transfer the Licensed Property to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Licensed Property; (v) remove or alter any notices in the Licensed Property; or (vi) otherwise use on any other equipment or copy the Licensed Property except as expressly permitted. Without limiting the foregoing, the restrictions on use of the Licensed Property shall apply to any Licensed Property supplied to SeamlessDocs by its third party suppliers and contractors.

1.3 Acknowledgements, Warranties, and Indemnity

Licensee acknowledges and agrees that although the Site may include legal related information, no recommendations are being made by SeamlessDocs regarding Licensee's decisions related to any agreements, forms or related advice. Nothing on the Site or otherwise provided by SeamlessDocs constitutes, and Licensee should not consider anything on the Site or provided via SeamlessDocs to be, investment, accounting, tax, or legal advice. For any such advice, please contact Licensee's own financial advisors, accountants or attorneys regarding Licensee's individual circumstances and needs.

LICENSEE FURTHER REPRESENTS AND WARRANTS THAT: (1) LICENSEE SHALL NOT HOLD OUT SEAMLESSDOCS AS AN "INVESTMENT ADVISER," AS SUCH TERM IS DEFINED IN THE U.S. INVESTMENT ADVISERS ACT OF 1940 OR ANY OTHER APPLICABLE FEDERAL, STATE, LOCAL, OR TRIBAL LAW OR REGULATION ("ADVISERS ACTS"); (2) LICENSEE ASSUMES ALL RESPONSIBILITIES FOR ITS CLIENTS; AND (3) IF ANY "INVESTMENT ADVICE" (AS THAT TERM IS DEFINED UNDER THE ADVISERS ACTS) IS PROVIDED TO ANY THIRD PARTY, LICENSEE SHALL ACT AS THE "INVESTMENT ADVISER" TO THAT PERSON AND COMPLY WITH ALL APPLICABLE LAWS AND OBLIGATIONS RELATED TO THAT ROLE. LICENSEE SHALL INDEMNIFY AND HOLD SEAMLESSDOCS, AND ITS AFFILIATES, TELECOMMUNICATIONS PROVIDERS, SERVICE PROVIDERS, OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FROM ANY AND ALL CLAIM,DEMAND, LOSSES, COSTS, AND EXPENSES (INCLUDING ATTORNEYS' FEES AND OTHER LITIGATION COSTS), DUE TO OR ARISING OUT OF (A) ANY BREACH OR ALLEGED BREACH BY LICENSEE OF ANY PROVISION UNDER THIS AGREEMENT OR THE APPLICABLE TERMS OF USE, (B) VIOLATION OF ANY THIRD PARTY RIGHTS, OR (C) VIOLATION OF ANY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS, IN EACH CASE, AS RESULTING FROM THE USE OF THE LICENSED PROPERTY. LICENSEE'S OBLIGATION TO INDEMNIFY SEAMLESSDOCS SHALL SURVIVE AND CONTINUE AFTER THE TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT.

1.4. Indemnification of Licensee

SeamlessDocs shall indemnify Licensee against all claims, liabilities, and costs, including reasonable attorneys fees, reasonably incurred in the defense of any claim brought against Licensee by third parties (i) arising out of willful misconduct or gross negligence by SeamlessDocs or (ii) alleging that Use of the Software by Licensee or its authorized users infringes or misappropriates any United States patent; a copyright; or trade secret rights, provided that; such indemnity shall not apply if the alleged infringement results from Use of the Software in conjunction with any other software, an apparatus other than a designated apparatus, or with respect to any unlicensed activities and so long as Licensee promptly notifies SeamlessDocs in writing of any such claim and SeamlessDocs is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on Licensee. SeamlessDocs may settle any claim on a basis requiring SeamlessDocs to substitute for the Software alternative substantially equivalent non infringing programs.

1.5 Fees
In consideration for SeamlessDocs's performance under this Agreement, Licensee agrees to pay the amounts set forth on the Cover Page. All amounts due hereunder shall be due within forty five (45) days after invoice is received by Licensee for fees due under this Agreement. SeamlessDocs reserves the right to charge, and Licensee agrees to pay, a late charge equal to one percent (1%) per month on any amount that is not the subject of a good faith dispute that is unpaid on such amounts due date, and on any other outstanding balance. All amounts payable under this Agreement shall exclude all applicable sales, use, and other taxes, and all applicable export and import fees, customs duties, and similar charges. Licensee shall be responsible for payment of all such taxes (other than taxes based on SeamlessDocs' income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees or other charges hereunder, the grant of license rights hereunder, or the delivery of services; provided, however, that SeamlessDocs shall be responsible for payment of all such taxes (other than taxes based on Licensee's income), fees, duties and charges, and any related penalties and interests, arising from payment of referral fees hereunder, if any, to Licensee.

1.6 Annual Maintenance Fee
In addition to the consideration amounts set forth on the Cover Page of this Agreement, Licensee hereby agrees to pay SeamlessDocs an Annual Maintenance Fee for each year this contract is effect. The Annual Maintenance Fee shall be calculated as follows: five percent (5%) of the amounts set forth on the Cover Page of this Agreement to be paid upon the anniversary of the second year of this Agreement and every anniversary thereafter.

2. TERM OF AGREEMENT AND TERMINATION
The term of this Agreement shall begin on the Effective Date and extend for a period chosen by checking the appropriate box in the above Proposal Agreement of an increment of either one (1), two (2) or three (3) years. The term of this Agreement will automatically renew for one or more additional one (1) year periods, unless one party provides written notice of nonrenewal to the other party at least sixty (60) days before the expiration date of the term then in effect. Either Party may terminate this Agreement in the event of a breach of any term or condition of this Agreement by the other Party upon thirty (30) days prior written notice (which may be provided via e-mail to the e-mail address of such noticed Party which is not cured within such notice period (provided that such breach is reasonably curable).[Licensee acknowledges that damages alone would not be an adequate remedy for the breach of Section 1.2 of this Agreement. Accordingly, without prejudice to any other rights and remedies SeamlessDocs may have, SeamlessDocs shall be entitled to the granting of equitable relief (including without limitation injunctive relief) concerning any threatened or actual breach of Section 1.2 of this Agreement]. In addition, the Parties may terminate this Agreement immediately if a Party becomes insolvent, commits an act of bankruptcy or is subject to a proceeding in bankruptcy. Should the Parties terminate this Agreement for any of the foregoing reasons, Licensee shall immediately cease use of the Licensed Property, unless otherwise agreed in writing. The parties agree to enter into good faith negotiations regarding the terms and conditions of this agreement, if either party deems there is a material change in Subscriber's organizational structure, including, but not limited to merger, acquisitions, significant increase in the number of authorized users of the Licensee at a location covered by the agreement, divestitures or downsizing.

3. UPGRADES AND ENHANCEMENTS TO LICENSED PROPERTY
During the term of this Agreement, SeamlessDocs may provide or make available to Licensee certain upgrades, bug fixes and the like which it makes generally available, at no additional charge (to the extent generally provided at no additional charge). Licensee agrees that SeamlessDocs may provide any of the foregoing by means of making a download available on its Internet site.

4. LIMITED WARRANTY
For a period of one hundred and twenty (120) days after the date of acceptance, SeamlessDocs shall take commercially reasonable steps to modify or replace any Licensed Property which in SeamlessDocs' judgment fail, when properly installed, to conform substantially to the functional specifications set forth in the applicable product user documentation. Alternatively, SeamlessDocs may at its option refund the license fee(s) paid by or behalf of the Licensee or a ratable share of the license or access fee(s) paid under any master license or group access agreement, with the amount to be refunded in either case being proportionate to the remaining license period. SeamlessDocs does not warrant that the Licensed Property will meet the Licensee's requirements or that operation of the Licensed Property will be uninterrupted or error free.

SEAMLESSDOCS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE TO INTELLECTUAL PROPERTY OR NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE LICENSED PROPERTY .THE WARRANTY SET FORTH IN THIS SECTION 4 DOES NOT APPLY WITH RESPECT TO ANY DEFECT, FAILURE OR NON-CONFORMITY OF THE LICENSED PROPERTY RESULTING FROM IMPROPER INSTALLATION, NEGLECT,

ACCIDENT, UNREASONABLE USE, OR SERVICING OR MODIFICATION OF THE LICENSED PROPERTY BY ANYONE OTHER THAN SEAMLESSDOCS OR AN ORGANIZATION CERTIFIED BY SEAMLESSDOCS. THIS DISCLAIMER OF WARRANTIES SHALL SURVIVE AND CONTINUE TO APPLY AFTER TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT. FURTHERMORE, THE LICENSED PRODUCTS ARE INTENDED FOR USE ONLY BY RESIDENTS OF THE UNITED STATES AND IN NO EVENT DOES SEAMLESSDOCS REPRESENT OR WARRANT THAT THE LICENSED PRODUCTS OR PRACTICES RELATED THERETO, INCLUDING PRIVACY POLICIES AND PRACTICES, COMPLY WITH THE LAWS OF ANY FOREIGN JURISDICTION OR THAT THE ELECTRONIC SIGNATURE EFFECTED WITH THE LICENSED PRODUCT IS ENFORCEABLE UNDER THE LAW OF SUCH FOREIGN JURISDICTION. SEAMLESSDOCS SPECIFICALLY DISCLAIMS AND MAKES NO REPRESENTATION OR WARRANTY, ORAL OR IN WRITING, CONCERNING THE VIABILITY, ENFORCEABILITY, OR COMPLIANCE OF USING THE ON-DEMAND SERVICES IN A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR LICENSED PRODUCT OR COMPONENT THEREOF.

5. LIMITATION ON DAMAGES

EXCEPT AS TO INDEMNITY FOR CLAIMS OF INFRINGEMENT SET FORTH IN 1.4, THE PROVISIONS OF SECTION 4 REPRESENT SEAMLESSDOCS' SOLE WARRANTIES AND THE LICENSEE'S SOLE REMEDIES FOR ANY VIOLATION BY SEAMLESSDOCS OF ITS OBLIGATIONS HEREUNDER. IN NO EVENT SHALL SEAMLESSDOCS' LIABILITY TO THE LICENSEE OR ANY OTHER PARTY ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY LICENSED PROPERTY OR FAILURE TO COMPLY WITH SECTION 8 OF THIS AGREEMENT EXCEED THE LICENSE FEES PAID BY THE LICENSEE DURING THE ONE (1) YEAR PERIOD PERIOD PRECEDING THE DATE ON WHICH EVENTS GIVING RISE TO SUCH CLAIMS OCCURRED. ONLY WHEN JUDICIALLY DETERMINED SEAMLESSDOCS SHALL BE LIABLE FOR ANY CLAIMS, LOSSES OR DAMAGES OF THE LICENSEE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, OR FOR LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES ARISING UNDER THIS AGREEMENT, LOSS OF DATA OR IN CONNECTION WITH ANY LICENSED PROPERTY, HOWSOEVER ARISING, WHERE IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES BEFOREHAND. THIS LIMITATION OF DAMAGES SHALL SURVIVE AND CONTINUE TO APPLY AFTER TERMINATION AND/OR EXPIRATION OF THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL SEAMLESSDOCS BE RESPONSIBLE FOR, OR HAVE ANY LIABILITY WITH RESPECT TO, ANY CLAIMS BROUGHT BY LICENSEE OR OTHER PERSON WITH RESPECT TO THE ENFORCEABILITY OF ANY ELECTRONIC SIGNATURE EFFECTED PURSUANT TO THE LICENSED PRODUCTS OR ANY AUTHENTICATION OF ANY SUCH ELECTRONIC SIGNATURE.

6. ASSIGNMENT

Except in the case of a transfer of all or substantially all of its asset, merger or other sale of such party's business, neither Party may assign or transfer any of its rights or obligations under this Agreement without the written consent of the other Party.

7. TERMS OF USE AND PRIVACY POLICY

From time to time, SeamlessDocs may post on its Internet site or otherwise include among the Licensed Property a Privacy Policy and/or Terms of Use. Any such Privacy Policy and/or Terms of Use, as the same may be amended by SeamlessDocs from time to time, is incorporated by reference as though set forth in its entirety herein SeamlessDocs shall reasonably consult with Licensee with respect to any changes to such Privacy Policy and/or Terms of Use and shall provide written notice thereof to Licensee prior to the effective time of such changes. Licensee shall promptly review and collaborate in good faith with SeamlessDocs with respect to any such proposed changes. If Licensee fails to provide written comments to any such proposed changes within thirty (30) from the date of notice thereof by SeamlessDocs, then Licensee shall be deemed to have agreed to and accepted all such changes Notwithstanding anything to the contrary in this Section 7, changes made to such Privacy Policy or Terms of Use that are required to comply with applicable laws or changes thereto from time to time may be effected without approval or consent from Licensee and shall be binding on Licensee upon written notice of same to Licensee,

8. SECURITY AND CONFIDENTIALITY

8.1 Standard of Care

Licensee acknowledges and agrees that, in the course of its engagement with SeamlessDocs, SeamlessDocs may receive or gain access to its Personal Information. SeamlessDocs will use "best efforts" to comply with the terms and conditions set forth below in its collection, receipt, access, transmission, storage, disposal, use and disclosure of such Personal Information. SeamlessDocs agrees to use "best efforts" to:

(i) keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure;

(ii) use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the terms and conditions of this Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for SeamlessDocs' own purposes or for the benefit of anyone other

than Licensee, in each case, without Licensee's prior written consent; and

(iii) not, directly or indirectly, disclose Personal Information to any person other than SeamlessDocs' authorized employees and persons including any subcontractors, agents, outsourcers or auditors, without the express written consent from Licensee unless, and to the extent required by Government Authorities or as otherwise, to the extent expressly required by applicable law, in which case, SeamlessDocs shall use "best efforts" to notify Licensee before such disclosure or as soon thereafter as reasonably possible.

8.2 Information Security

SeamlessDocs' collection, access, use, storage, disposal and disclosure of Personal Information does and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives. SeamlessDocs agrees to use "best efforts" to implement administrative, physical and technical safeguards to protect Personal Information that are no less rigorous than accepted industry practices, and shall use "best efforts" ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Agreement. If, in the course of its engagement with Licensee, SeamlessDocs has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, SeamlessDocs shall at all times use "best efforts" to remain in compliance with the Payment Card Industry Data Security Standard (hereinafter "PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS.

8.3 Personal Information

"Personal Information" means information provided to SeamlessDocs by or at the direction of Licensee, or to which access was provided to SeamlessDocs by or at the direction of Licensee, in the course of the parties' performances under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Licensee's business contact information is not by itself deemed to be Personal Information.

8.4 Confidentiality

Each Party receiving Confidential Information (a "**receiving Party**") hereunder shall (a) hold the Confidential Information in strict confidence, (b) exercise the highest degree of care in safeguarding the Confidential Information against any and all loss, theft or other inadvertent disclosure, and (c) take such steps as are necessary to ensure and maintain such confidentiality. Each receiving Party shall comply with all provisions of the export control laws of the United States and other relevant countries as such laws currently exist and as they may be amended from time to time, with respect to any export of any Confidential Information. Each receiving Party shall not disclose, transfer or in any way divulge, directly or indirectly, any of the Confidential Information, under any circumstances or by any means, to any third party without the prior written consent of the other part (the "**disclosing Party**"). Other than as is necessary for the performance of its obligations under this Agreement, the receiving Party shall not copy, transmit, reproduce, summarize, quote or make any commercial use whatsoever of any of the Confidential Information without the prior written consent of the other Party. The Confidential Information shall remain the exclusive property of the disclosing Party, and upon the termination or expiration of this Agreement, or at any time requested by the disclosing Party, the receiving Party shall promptly return to the disclosing Party (or certify the destruction of) all of the Confidential Information that is in the control or possession of the receiving Party. **Confidential Information** means (a) any technical, financial, marketing or distribution or other technical or business information or trade secrets of the disclosing Party, including without limitation any and all ideas, concepts, techniques, processes, methods, systems, designs, cost data, computer programs, formulas, developmental or experimental work, work in progress, customers and suppliers, business plans and partners, branding and other business information, and (b) any information the disclosing party has received from others, including any Personal Information, which it is obligated to treat as confidential or proprietary, or which is disclosed under circumstances that would indicate to a reasonable person that the information ought to be treated as confidential by receiving Party.. Notwithstanding the foregoing, Confidential Information does not include any information that (i) is or becomes readily available in public records or documents, other than as a result of a violation of the receiving party's obligations hereunder, (ii) is required to be disclosed pursuant to an applicable law, rule, regulation, subpoena or order of a court of competent jurisdiction, provided that the receiving Party immediately notifies the disclosing Party in order that it may take such action as necessary to protect its interests or (iii) is developed by the receiving Party independently without access to any Confidential Information of the disclosing Party.

9. MISCELLANEOUS

9.1 Governing Law

This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to any conflict of law provisions. Any dispute arising under this Agreement shall be resolved exclusively by the state and federal courts of the address listed as the primary address of the Licensee.

9.2 Modification

None of the terms and conditions contained herein may be added to, modified, superseded or otherwise altered except by an instrument executed and delivered by each of Licensee and SeamlessDocs.

9.3 Waiver

A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition in the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative, and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

9.4 Enforceability

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

9.5 Severability

Should any valid federal or state law, or final determination of any administrative agency or court of competent jurisdiction affect any provision of this Agreement, the provision or provisions so affected shall, to the fullest extent possible, be automatically deemed amended to give fullest effect possible to the original intent of the affected provision (and if not capable of being so amended, only the provisions so affected shall be automatically void) and this Agreement, as so amended, shall continue in full force and effect.

9.6 Force Majeure

Neither party shall be liable for any failure or delay in performance under this Agreement to the extent due to any contingency, delay, failure or cause of, any nature beyond the reasonable control of such party, including unavailability of telecommunications network or the Internet, computer viruses or hacker attacks, fire, explosion, earthquake, storm or other weather, unavailability of necessary utilities or raw materials, strike or other labor difficulties, war or terrorist attack, insurrection, riot, acts of God, proclamation, ordinance or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

9.7 Survival

The provisions contained herein which would by their nature survive the termination or expiration of this Agreement shall so survive.

9.8 Entire Agreement

This Agreement, together with the cover page and any exhibits attached hereto or thereto,contains the entire understanding of the parties hereto relating to the subject matter hereof, superseding any previous oral or written agreements, understandings or representations and cannot be changed or terminated orally.

9.9 Construction

Each party has had an opportunity to negotiate fully the terms of this Agreement and to consult with counsel with respect thereto. Accordingly, any rule of construction seeking to resolve any ambiguities against the drafting party shall not be applicable in the interpretation of this Agreement.

9.10 Headings

Paragraph titles are for convenience only and shall not affect the interpretation of any paragraph of this Agreement.

9.11 Third Party Providers

SeamlessDocs may from time to time utilize third party integration services or software. Licensee may from time to time request that SeamlessDocs integrate with a third party service or software provider. Integration may be performed on a case by case basis and at no time does SeamlessDocs claim to have any intellectual property right or direct or indirect proprietary relationship

with any third party service or software provider. The parties hereby agree that integration may require third party cooperation. SeamlessDocs can neither warrant nor guarantee any service or software integration by or with any third party service or software provider when integration is being done at the request of Licensee. Integration is entirely subject to the cooperation of the third party service or software provider. SeamlessDocs shall use its commercially reasonable efforts to accommodate Licensee's integration requests. However, SeamlessDocs hereby provides no guarantees or assurances that integration with Licensee's requested third party service or software providers is possible or fits within the defined scope of services. In scenarios where SeamlessDocs cannot integrate with Licensee's requested third party service or software providers, SeamlessDocs shall use its best efforts to provide an alternative solution. In those scenarios, SeamlessDocs shall only charge for hours worked at the discounted rate of $125.00 per hour.

If for any reason, the third party service or software provider changes its application programming interface (hereinafter "API") or integration settings and SeamlessDocs performs additional customization work, SeamlessDocs shall charge Licensee a discounted rate of $125.00 per hour. In addition, where a third party service or software provider closes off its API or discontinues an integration with SeamlessDocs, SeamlessDocs will use best efforts to modify the solution to accommodate any changes.

9.12 Electronic Signature

By typing Client and/or Client's authorized representative's (hereinafter "Client") name into the space provided below, Client agrees that Client is signing this Agreement electronically. Client agrees that its electronic signature is the legal equivalent of its manual signature on this Agreement. By typing Client's name into the space provided below, Client consents to be legally bound by this Agreement's terms and conditions. Client further agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action, or to otherwise provide SeamlessDocs acknowledgement, consent terms, disclosures or conditions constitutes its signature (hereafter "**E-Signature**"), acceptance and agreement as if actually signed by Client in writing. Client also agree that no certification authority or other third party verification is necessary to validate its E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability of its E-Signature or any resulting contract between Client and SeamlessDocs. Client also represents that it is authorized to enter into this Agreement for all persons or entities who own or are authorized to access any of its accounts and that such person or entities will be bound by the terms of this Agreement. Client represents and warrants that it is a resident or otherwise subject to the jurisdiction of the federal or applicable state laws of the United States of America and that it is bound by the applicable laws of the United States of America and its states with respect to electronic signatures, including without limitation the Electronic Signatures in Global and National Commerce Act (the "**ESIGN Act**") with respect to any issues related to electronic signatures.

CLIENT HEREBY AGREES THAT IS RELYING SOLELY ON ITS OWN LEGAL COUNSEL AND DETERMINATIONS AS TO THE USE AND VIABILITY OF ELECTRONIC SIGNATURES IN A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR PRODUCT OR SERVICE; AND CLIENT AGREES THAT IT WILL ENSURE ITS USE OF THE ON-DEMAND SERVICES ARE BE IN CONFORMANCE AND COMPLY WITH ALL LAWS, REGULATIONS AND POLICIES RELEVANT TO A PARTICULAR COUNTRY AND/OR FOR A PARTICULAR PURPOSE.

Frequently Asked Questions

Are SeamlessDocs simply fillable PDFs?
Nope! SeamlessDocs allow any form to be filled out, eSigned, and submitted electronically. We then automate the workflow of that form in multiple ways. Email notifications, a backend form management system, as well as existing database integrations.

How do I convert my existing paper forms?
Extremely simple! Login to your SeamlessDocs account and click on Upload. Choose from any existing format and in seconds we give you a simple URL Link so you can now access your cloud SeamlessDoc. In a matter of seconds you can get paperless.

Where is my data stored?
We host all data with Amazon Web Servers (AWS); a world class server provider. We take privacy and security seriously. Our security officers have made sure that we have state of the art architecture to make sure that we can comply with any State or Federal certifications.

How do I replace the existing PDFs on my website?
Your SeamlessDocs will have a unique URL link. Simply create a new hyperlink and place it on your website. Once someone clicks on that URL link they will instantly see your form and have the ability to fill it out, eSign (if necessary), and submit it. No download or sign up needed.

What type of forms can I use?
Any form that you have, whether it is a .pdf, .doc, .docx, .xls, xlsx can be turned into a new cloud SeamlessDoc. Our technology will automatically detect the fields in any form you have and allow you to customize the form with eSignatures and field validation. You can also create forms from scratch with our form builder.

Can attachments be submitted along with SeamlessDocs?
We allow anyone to upload and attach supporting documentation to any form. Once they click submit, you will instantly have access to the files they upload. For example, they can upload a copy of their photo ID, or voided check by taking a picture on their cell phone.

Can we accept payment integration with SeamlessDocs?
Yep! Regardless of what payment gateway you currently use, we can integrate your SeamlessDocs to allow for instant payment. If you don't currently support online payments we can set you up with our authorized government online payment provider to make the process more Seamless!

CERTIFY POINT
U.S.•EU SAFEHARBOR U.S. DEPARTMENT OF COMMERCE
CDSA CONTENT DELIVERY & STORAGE ASSOCIATION
HIPAA COMPLIANT
AICPA SOC