Master Service Agreement for
Business Process Outsourcing Services

This MASTER SERVICES AGREEMENT ("Agreement") is entered into as of the Effective Date by and between Docufree Corporation, a Georgia corporation, having offices at 1775 Founders Parkway, Alpharetta, GA 30009 ("Docufree") and Indiana Secretary of State's Office.

1. DEFINITIONS

As used in this Agreement and in addition to any other terms defined herein, the following defined terms will have the following meanings:

1.1. "Authorized User" means any and all uniquely identifiable persons authorized by Customer to access and use the Services through Customer's account under this Agreement.

1.2. "Docufree Platform" means the Internet-based transactional application and database services provided by Docufree that are accessible to Customer via a Web browser through the Internet for managing business processes and information.

1.3. "Mail Business Day" means those business days that the USPS operates excluding the Friday after Thanksgiving. Each Mail Business Day (MBD) is defined to end at 5:00 pm Central.

1.4. "Initial Term" is equal to twelve (12) months from the Effective Date.

1.5. . The "Effective Date" for this Agreement is July 1, 2024

2. SERVICES

2.1. Docufree offers the following services according to the terms of this Agreement: (i) the hosting, management and operation of the Docufree Platform for remote electronic access to and use of the Docufree Platform ("Platform Services") by the Customer and its Authorized Users; (ii) implementation of the Docufree Platform by integrating Customer's internal information systems with the Docufree Platform ("Implementation Services"); (iii) consulting and software integration services ("Consulting Services"); (iv) Customer care, maintenance and support services ("Support Services"); (v) outsourced business processing services ("Automation Services"); and scanning and other projects ("Project Services"), or (vi) such other services as may be specified in the applicable statement of service or statement of service. The foregoing services are individually referred to as a "Service" and collectively referred to as the "Services" in this Agreement. All Services will be provided to Customer according to the terms of this Agreement and one or more statements of service executed by an authorized representative of each party (a "Statement of Service"). The initial Statement of Service is attached as **Schedule A: Statement of Service** (the "Initial SOS"). Each Statement of Service will include a description of each Service. Each Statement of Service shall be effective only when signed by Customer and Docufree. Any modification or changes to the Services under any executed Statement of Service will only be effective only if and when memorialized in a mutually agreed written change order signed by both parties.

2.2. In connection with Docufree performing Consulting Services, Docufree may develop modifications to the Docufree Platform and/or new software programs (collectively, the "Developed Software"). Docufree reserves all rights in the Developed Software, including, but not limited to, all intellectual property rights therein. Docufree hereby grants to Customer a non-exclusive, non-transferable (except as otherwise provided herein), fully paid up license to use the Developed Software solely for use with the Docufree Platform and subject to the access limitations in Section 3.

2.3. Docufree will provide Services according the service levels as included in **Schedule C: Service Levels** ("Service Levels"). Docufree may credit Customer for any performance outside of the Service Levels as included in the Service Level Schedule.

3. ACCESS TO THE DOCUFREE PLATFORM.

3.1. Subject to the terms, conditions and limitations set forthin this Agreement, Docufree grants Customer a limited, non-exclusive and world-wide license to access and use the Docufree Platform during the term of this Agreement via a Web browser over the Internet for the sole purpose of managing Customer's information or as otherwise agreed to in a Statement of Service.

3.2. Customer will not remove any proprietary notices of Docufree or third parties found in or on the Docufree Platform. The Docufree Platform in object code and source code form, and all rights in the Docufree Platform, including but not limited to all intellectual property rights therein, are and will remain the exclusive property of Docufree. Customer will have no claim of ownership or any intellectual property rights in the Docufree Platform. No rights other than those specifically stated herein are granted to Customer, and Customer will have no right to permit third-party access to the Docufree Platform, except as permitted in any Statement of Service.

4. PAYMENTS.

4.1. For the Services provided under this Agreement, Customer will pay to Docufree the fees in the amount and manner set forth in **Schedule B: Docufree Fees** {"Docufree Fees"). All fees and expenses, excluding any overages, incurred by Docufree in the performance of the Services will be billed to Customer in advance on a monthly basis unless stated otherwise in the Docufree Fees, in which case the terms of the Docufree Fees will control. All fees paid and expenses reimbursed under this Agreement will be in U.S. dollars.

4.2. For those fees payable to Docufree under this Agreement that are not paid by electronic funds transfer, Customer will pay Docufree the invoiced amount within thirty (30) days of the invoice date from Docufree.

4.3. Docufree, at its option, may suspend the Services, in whole or in part, if after written notice and confirmation of receipt acknowledgment, Docufree does not receive an amount due and owing under this Agreement within thirty (30)) days after the due date, except for any amounts due and owing under this Agreement that are subject to a dispute in good faith by Customer.

4.4. Customer will pay, or reimburse Docufree for, any reasonable out-of-pocket expenses, including, without limitation, travel and travel-related expenses, incurred by Docufree at the request with the written approval of Customer in connection with the performance of this Agreement; Reasonable and customary expenses incurred by Docufree, including without limitation expenses incurred for travel, including local transportation, lodging and meals, will be billed to Customer at Docufree's actual cost.

4.5. **TAXES.** Customer will pay all sales, use, transfer, privilege, excise, charges, surcharges or other taxes, and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the Services and transactions contemplated hereby (collectively, the "Taxes"); excluding, however, income taxes on profits which may be levied against Docufree. In addition to the fees specified in the applicable Statement of Service, the amount of any Taxes applicable to the transactions contemplated hereby will be paid by Customer, or in lieu thereof, Customer will provide Docufree with a tax exemption certificate acceptable to the applicable taxing authorities.

4.6. **USE OF CUSTOMER'S DATA.** Customer's information, materials and data ("Customer Data") are proprietary to Customer and Docufree will not use for itself nor disclose to any third party any Customer Data that is identifiable to Customer or to employees of Customer without the express written consent of Customer. Customer shall permit Docufree to use data obtained from Customer and others to prepare statistical analyses, provided that Docufree will not share any such analyses outside Docufree. Customer Data is and shall remain the sole and exclusive property of Customer, including, without limitation, all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary rights thereto.

4.7. **CUSTOMER INDEMNIFICATION.** Each party assumes complete responsibility for claims concerning their own acts or omissions. Neither party shall indemnify or hold the other harmless from third-party claims of any kind.

5. UPTIME COMMITMENT.

5.1. The Docufree Platform will be made available to Customer twenty-four hours a day, seven days a week less (i) scheduled Docufree Platform, hardware or service maintenance; (ii) the acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to the Docufree Platform by means of Customer's passwords or equipment; (iii) a failure of the Internet, other than problems arising in or from networks actually or required to be provided or controlled by Docufree; or (iv) the occurrence of any event that is beyond Docufree's reasonable control (collectively, the "Excusable Downtime"). Docufree guarantees that the Docufree Platform will be available to Customer at least 98.5% of the time during each month, excluding Excusable Downtime ("Uptime Commitment"); provided that Customer satisfies the minimum hardware and communication requirements set forth in Docufree Platform documentation. For any scheduled Docufree Platform, hardware or service maintenance, Docufree shall notify Customer at least 24 hours in advance of all scheduled outages of the Services in whole or in part ("Scheduled Downtime"). All such scheduled outages shall: (a) last no longer than three hours; (b) be scheduled between the hours of 12 a.m. and 6 a.m., eastern standard time; and (c) occur no more frequently than once per week; provided that Docufree may request Customer's approval for extensions of Scheduled Downtime above three hours, which approval may not be unreasonably withheld or delayed.

5.2. If Docufree fails to satisfy the Uptime Commitment during a month, then Docufree will credit to Customer a pro-rated portion of the recurring fees set forth in the Initial SOS or any subsequent Statement of Service in the first month of the next succeeding calendar quarter following the failure. For purposes of this Section 5.2, "pro-rated portion of the recurring fee" means the product obtained by multiplying the applicable recurring fee during the month of the failure by a fraction, the numerator of which will be the number of hours that the Docufree Platform did not satisfy the Uptime Commitment, and the denominator of which will be the total number of hours during the month that such failure occurred. The foregoing refund will be Customer's sole and exclusive remedy for Docufree's failure to comply with the Uptime Commitment in this Section 5.

5.3 If Docufree fails to satisfy the Uptime Commitment during 2 or more months over any 4 month rolling period during the term of the Agreement, or if the Docufree Platform has performance or accessibility issues for more than 6 business hours, or if Customer has accessibility issues that exceeds 30 minutes a day more than 5 times over the term of the Agreement, Customer has the option to terminate this agreement. In the event that Customer terminates the agreement under this provision, Docufree will be responsible for the costs of migrating the data to another provider.

6. DOCUFREE WARRANTIES AND INDEMNIFICATION.

6.1. Docufree represents and warrants (i) that Docufree either owns or has the right to grant the access license set forth herein, and (ii) that the Docufree Platform does not infringe any U.S. copyrights, patents, trade secrets, or other proprietary rights of any third party. For any breach of the foregoing representations Docufree shall defend Customer and pay any final judgment or settlement in connection with any third-party claim based on infringement or misappropriation of U.S. copyrights, patents, trade secrets, or other proprietary rights of any third party arising out of the use of the Docufree Platform. Indemnification is contingent upon Docufree being promptly notified of such claim and receiving the reasonable assistance of Customer in connection therewith at Docufree's expense. Notwithstanding the foregoing, Docufree will have no indemnification obligation hereunder with respect to claims based on: (i) use of the Docufree Platform except in accordance with this Agreement and Docufree's written instructions; (ii) the unauthorized combination of the Docufree Platform with any other software or

hardware; (iii) unauthorized modifications of the Docufree Platform not made by Docufree; or (iv) Customer's failure to implement changes required in writing by Docufree if the infringement would have been avoided in the absence of such unauthorized combination, modifications or failure to implement required changes. If the Docufree Platform is determined by a court of competent jurisdiction to constitute an infringement of any U.S. patent, copyright or trade secret of a third party and use of the Docufree Platform is enjoined, Docufree will either: (i) procure the right for Customer to continue to use the Docufree Platform as contemplated hereunder; or (ii) replace or modify the Docufree Platform with a substantially similar version thereof that is not infringing. If Docufree determines that none of these alternatives is reasonably available, Customer agrees that Docufree may terminate Customer's and its employee's access to the Docufree Platform within five (5) business days after Docufree's written request and this Agreement will then terminate. This Section states the entire liability of Docufree with respect to infringement of any third party intellectual property rights by the Docufree Platform and Docufree will have no additional liability with respect to any alleged or proven infringement.

6.2. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY INDICATED IN SECTION 6 NEITHER PARTY MAKES ANY EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS TO THE OTHER PARTY WITH RESPECT TO THE DOCUFREE PLATFORM OR THE SERVICES PROVIDED HEREUNDER OR OTHERWISE, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

7. TERM AND TERMINATION.

7.1 This section intentionally left blank.

7.2 In the event that either party hereto materially defaults in the performance of any of its duties or obligations under this Agreement and does not substantially cure such default within thirty (30) days after being given written notice specifying the default, then the non-defaulting party may, by giving written notice thereof to the defaulting party, terminate this Agreement as of a date specified in such notice of termination. Termination of this Agreement for cause will terminate all Statements of Service then in effect. In the event of cancellation by customer for material default, no cancelation fees, penalties or other payments will be due to Docufree.

7.3. Termination of this Agreement by either party pursuant to the provisions of this Section 7 shall terminate each party's obligations under this Agreement except for the provisions of Sections 4, 6, 8, 9, 10, 12, and 14, all of which shall survive termination of this Agreement.

7.4 Upon the termination or expiration of this Agreement, Docufree will return to the Client all Confidential Information, and other information, data and documents or other materials Client furnished to Docufree during the term of this Agreement and Client shall pay to Docufree all undisputed amounts due under this Agreement as of the termination date, such payment to be made within sixty (60) days of the date of termination. Client shall return to Docufree all Confidential Information and other information, data, documents and other materials Docufree furnished to Client during the term of this Agreement.

8. CONFIDENTIALITY.

8.1   Docufree agrees to maintain the confidentiality of all confidential information supplied to Docufree by or on behalf of Customer and/or its affiliates or accessed by Docufree or its affiliates in connection with providing the services hereunder, including without limitation, all confidential information concerning Customer, its affiliates, or their respective past, present, future or potential employees, clients, patients, customers, organization, work, know-how, finances, strategies, plans, systems, software and products (collectively, "Customer Confidential Information"). Without limiting the generality of the foregoing, Customer Confidential Information includes all Customer Data. Docufree

further agrees not to use any Customer Confidential Information except for the purpose of performing its obligations under this Agreement and not to disclose such information except to its employees who have a need to know for such purpose. At Customer's direction and in Customer's sole discretion at any time, Docufree shall immediately return to Customer any or all Customer Confidential Information.

8.2   Docufree shall have and maintain during the term hereof an appropriate security program for Confidential Information to (i) ensure the security and confidentiality of Confidential Information, and (ii) protect against any threats or hazards to the security or integrity of Confidential Information. Docufree shall immediately notify Customer of any transmission of Customer's Confidential Information.

8.3   Notwithstanding anything to the contrary in this Agreement, information shall not be considered confidential to the extent, but only to the extent, that such information is: (i) already rightfully known to the recipient free of any restriction at the time it is obtained from the discloser; (ii) subsequently rightfully learned from an independent third party free of any restriction and without breach of this Agreement;

(iii) is or becomes publicly available through no wrongful act of either party; or (iv) is independently developed by one party without reference to any Confidential Information of the other.

8.4   Notwithstanding anything to the contrary in this Agreement, Confidential Information may be disclosed by the recipient to the extent, but only to the extent, required by law, regulation, government agency or court order, discovery request, subpoena, or civil investigative demand, provided the recipient gives discloser (to the extent not prohibited from doing so) prompt written notice and reasonably cooperates with the discloser in seeking to limit the disclosure to the greatest extent possible consistent with the recipient's legal obligations and obtaining confidential treatment for such information, if available.

9   LIMITED LIABILITY.

9.1 NEITHER PARTY, NOR ITS AFFILIATES' OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, LICENSORS, OR REPRESENTATIVES SHALL BE LIABLE FOR **ANY** INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, OR THE USE OR INABILITY TO USE THE DOCUFREE PLATFORM OR SERVICES, REGARDLESS OF WHETHER DOCUFREE HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRACT CONTAINED IN THIS AGREEMENT, IN NO EVENT Will THE COLLECTIVE LIABILITY OF DOCUFREE AND DOCUFREE'S AFFILIATES FOR ANY DAMAGES INCURRED BY CUSTOMER EVER EXCEED THE FEES RECEIVED BY DOCUFREE UNDER THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE TIME AT WHICH THE DAMAGES AROSE REGARDLESS OF THE FORM OF ACTION, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

9.3 SHIPPING TERMS ARE FOB SHIPPING. DOCUFREE IS NOT RESPONSIBLE FOR DAMAGES INCURRED IN CONNECTION WITH THE PACKAGING, SHIPMENT OR DELIVERY OF DOCUMENTS, FILES OR BOXES FROM CUSTOMER LOCATION TO DOCUFREE FACILITIES.

9. **NOTICES.** Any notice, approval, request, authorization, direction or other communication under this Agreement, except for billing and payment communication pursuant to section 4, shall be given in writing and shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered personally to the party to whom the same is directed; (ii) one business day after deposit with a commercial overnight carrier, with written verification of receipt, or (iii) five business days after the mailing date whether or not actually received, if sent by U.S. certified mail, return receipt requested postage and

charges pre-paid or any other means of rapid mail delivery for which the receipt is available, to the address of the party set forth below:

Indiana Secretary of State's Office
200 W Washington St, Room 201
Indianapolis, IN 46204
Attn: Jennifer Nelson

Docufree Corporation
1775 Founders Parkway
Alpharetta, GA 30009
Attn: Kerry Byler

11. SCHEDULES AND EXHIBITS.
The following Schedule(s) and Exhibit(s) are attached to and made a part of this Agreement by this reference:

Statement of Work To Master Service Agreement for Platform

12. NON-SOLICITATION.
Customer agrees not to solicit any Docufree employees during the term of this Agreement; provided, however, that Customer shall not be prohibited from issuing general employment advertisements that are not exclusively targeted at the employees of Docufree or from hiring any individuals that respond to such ads.

13. ASSIGNABILITV. This Agreement shall be binding upon, and inure to the benefit of, the Parties, and their respective successors and permitted assigns; provided, however, that no Party may assign, delegate or transfer (by operation of law or otherwise) its respective rights, or delegate its respective obligations, under this Agreement without the express prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign its rights and obligations under this Agreement to (i) any member of such Party's Group; provided, however, that each Party shall at all times remain liable for the performance of its obligations under this Agreement by any such Group member, or (ii) any successor by merger, consolidation, reorganization, recapitalization, acquisition or person acquiring all or substantially all of the assets of such Party

14. MISCELLANEOUS. In the event that either party's performance is delayed, prevented, obstructed or inhibited because of any act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, any full or partial failure of any communications or computer Platform or any cause beyond such party's reasonable control, the party's performance will be excused and the time for the performance will be extended for the period of pelay or inability to perform resulting from such occurrence. The occurrence of such an event will not constitute grounds for a declaration of default by either party. Customer shall not assign or otherwise transfer all or any or of its rights, obligations or interest under this Agreement without the written consent of Docufree, and any attempt to do so shall be void and of no force or effect for any purpose whatsoever and shall constitute a breach of this Agreement. The failure of either party to insist upon the performance of any provision herein or to exercise any right or privilege granted to such party hereunder, will not be construed as a waiver of such provision or any provisions herein, and the same will continue in full force. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and no delay or omission to

exercise any of its rights will be construed as a waiver of any default or acquiescence, nor will any waiver of any breach or any provision be considered an acceptance of any continuing or subsequent breach of the same provision. The Agreement and the Services will be governed by and interpreted in accordance with the internal laws of the state of Georgia, excluding its conflict of law rules. Neither party consents to jurisdiction or venue or waives applicable jurisdiction and venue laws. This Agreement, together with the exhibits attached hereto which are hereby incorporated herein, sets forth the entire agreement between the parties relating to the subject matter hereof, and supersedes any and all prior agreements of the parties with respect to the subject matter hereof. No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the duly authorized representatives of both parties. This Agreement may be executed in counterparts, each of which shall be deemed an original and all which together shall constitute one and the same document. Funding Cancellation: as required by Indiana Code § 5-22-17-5 when the Director of the Indiana State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, it shall be cancelled. A determination by the Indiana State Budget Agency shall be final and conclusive; however, nothing herein shall be construed to relieve the Indiana State Secretary of State's Office of its obligation(s) to pay for services rendered prior to the date of cancellation.

15. SURVIVAL. The obligation of the following sections will survive the termination or expiration of this Agreement: Section 4, 5, 8, 9, 10, 12, and 14.

DOCUFREE CORPORATION

By: _____

Printed Name: Kerry L. Byler

Title: EVP & CFO

Date: 06/11/2024

Indiana Secretary of State's Office

By: _____

Printed Name: Jesdw Bonnet

Title: Deputy Secretry of STATE

Date: 6-7-2024

Schedule A: Statement of Services.

Docufree will: Continue to maintain Indiana Secretary of State Docufree site with mutually agreed upon cabinet and drawer configuration and required permission sets.

Schedule B: Fees

Docufree Platform Related Fees	Unit of Measure	Volume Included in Base Fees	Overage Fee
Docufree Platform			
Named Users	User	5	$50/Mo/User
Monthly Images Uploaded by Client	Image[1]	5,000	0.01
Software Features Included			
Drag & Drop		Included	
Searchable PDF / OCR		Included	
Point & Click Indexing		Included	
One Touch Search		Included	
Notes, Annotations, Audit Trail		Included	
Secure Email		Included	
Digital Signature			
Digital Signature Monthly Base		Included	
Digital Signature Monthly Volume Included		25	$1.50

(1) Images is defined as 50kb and only applies to images uploaded by client

- Monthly Platform Fees (pre-paid annually in advance): $508.38
  - Platform
    - Includes all standard Docufree features listed above
    - Fee includes the Docufree Platform License Subscription Fee for processing, storing, & managing of data and generating reporting data
    - Overages billed monthly in arrears
    - Fees are exclusive of any taxes
  - The then Base Fees will increase annually on July 1st of each year subsequent to 2025 by the greater of the then Consumer Price Index, as published by the Bureau of Labor Statics for All Urban Consumers (CPI-U) for the most recent twelve (12) month period, or two-and-a-half percent (2.5%).

SCHEDULE C - SUPPORT

Customer shall provide all Level 1 support for all users. Support to authorized Customer helpdesk personnel for Docufree support shall be provided through the Docufree support desk. The Docufree support desk may be reached via phone or via a dedicated support email address for CLIENT to create a support ticket. Docufree in turn will generate a support ticket number in our system and record all information.

Docufree shall provide support during Regular Support Hours via the support phone or support email described above.

Docufree will maintain, and make available to Customer, an Escalation Procedures document. This document will be reviewed and updated, at a minimum once per year, for accuracy.

1. **Support Procedures During Business Hours**

   1.1. Support during Regular Support Hours, will be provided via phone or email.

   1.2. Docufree shall make every effort to respond to support calls within 1 hours of receipt during Regular Support Hours.

   1.3. In the event you are experiencing an emergency requiring escalation, during a Business Day please contact the designated resource in the Operational Incident/Escalation Procedures document.

2. **After Hours Support Procedures**

In the event you are experiencing an emergency requiring escalation, with your process **after** a Business Day; please contact the support number designated in the Operational Incident/Escalation Procedures document.

   2.1 Support during After Hours, will be provided via phone only.

   2.2 Docufree shall make every effort to respond to support calls within 2 hours of receipt during After Hours Support Hours.

   2.3 The Customer will provide the following for a support call:
   - o   Type of Problem
   - o   Time when problem first began
   - o   List of Processes that are affected by the problem

   2.4 Upon receipt of this information, the problem will be investigated to identify the root cause and to give an estimate on when the process will be back on schedule.

   2.5 Reasonable follow up communication will continue until the problem has been identified by Docufree.

   2.6 Once the problem has been identified, Docufree will call and/or email Customer to notify them of what the issue is and an estimated time at which the process will be back to normal.

2.7 Once the problem has been resolved, Docufree will call and/or email Customer (depending on the nature of the issue) to relay that the problem has been resolved and that the process is back on schedule.

3. NOC Severity levels and Incident Reporting

Docufree systematically monitors all data transmissions to ensure SLA compliance.

Severity and escalation levels and escalation procedures will be integrated into the standard operating procedures as follows:

3.1 NOC Severity levels:

Severity 1: Total Process Breakdown - Access to the platform is unavailable during Customer Business Hours. An example of a Severity 1 event would be the inability to login to the system. Docufree will notify designated Customer representative for all Severity 1 events within 1 hours of detection during Regular Support Hours and within 2 hours of detection outside of Regular Support Hours. Based upon nature of the event, an appropriate update period will be determined, which will be no greater than every 4 hours, during Customer Business Hours, unless mutually agreed upon by all parties.

Severity 2: Partial Process Breakdown -Some elements of the platform is experiencing issues during Customer Business Hours, but the system is still available. An example of a Severity 2 event would be an issue with workflow. Docufree will notify designated Customer representative for all Severity 2 events within 2 hours of detection during Regular Support Hours and within 4 hours of detection outside of Regular Support Hours. Based upon nature of the event, an appropriate update period will be determined, which will be no greater than every 4 hours, during Customer Business Hours, unless mutually agreed upon by all parties.

Severity 3: Isolated Process Error-Minor glitches of the process, during Customer Business Hours that might hinder the process, but will not affect any SLA's or any other issue outside of Customer Business Hours. An example of this would be any issues importing files from 3" party. Upon detection, Docufree will notify designated Customer representative for all Severity 3 events during the first 2 hours of the following business day. Based upon nature of event, an appropriate update period will be determined, which will not be greater than one business day unless mutually agreed upon by all parties.

3.2 Customer Support Team Incident Reporting

Outside of Whenever Docufree has an unanticipated event which results in a service interruption, Docufree will provide an Incident report. The details of this report will reflect 1) A brief explanation of the incident and 2) resolution of the incident and (3) a resolution for prevention of future occurrence.

3.3 Service level Agreement (SLA)

- Docufree will measure and report each instance of non-compliance relative to total transaction during each calendar month.
- Adjustments would be included in each monthly invoice
- Docufree will establish measurement and monitoring tools and procedures reasonably necessary to track Docufree's performance of the Services and Service Level Agreements.

- Docufree will provide monthly and quarterly reports to Customer showing volumes and service levels of all categories of services that will be performed by Docufree.
- In the event Customer desires to adjust the Service Levels set forth in this Agreement, Customer shall submit a Change Form to document the change the requested change to the Service Levels.

Upon written notice from Customer that Docufree has failed to meet a Service Level, Docufree will: (a) promptly investigate the causes of such failure and deliver to Customer a written report identifying the causes; (b) use commercially diligent efforts to correct the problem and to begin meeting the Service Level as soon as practicable; (c) advise Customer of the status of the corrective efforts.

Document ID: fd613d9f-0033-48ed-8c32-b18c010920c8
Name: ISOS 2024 EDS A27-22-012-A1 Docufree BSD records service continuation MSA 6-7-24
Sent By: Lesley Donne <lesley.donne@docufree.com>
Started: Jun 11, 2024 08: 05 PM UTC   **Completed:** Jun 11, 2024 08: 08 PM UTC
Status: Completed

Date: Jun 11, 2024 08: 09 PM UTC
By: Docufree Corporation <development@docufree.com>
Updated metadata [signed-file] to 538899

Date: Jun 11, 2024 08: 08 PM UTC
By: Kerry Byler <kbyler@docufree.com>
Completed signature request with file hash [SHA-256:

ce069c6f39163241652e8b98d9d5fcb212a5c09683af180b1b23aec486b3add6].

Date: Jun 11, 2024 08: 08 PM UTC
By: Kerry Byler <kbyler@docufree.com>
Viewed signature request.

Date: Jun 11, 2024 08: 05 PM UTC
By: Lesley Donne <lesley.donne@docufree.com>
Sent signature request "2024 Indiana Secretary of State Renewal" to Kerry Byler <kbyler@docufree.com>

Date: Jun 11, 2024 08: 05 PM UTC
By: Lesley Donne <lesley.donne@docufree.com>
Added file named "ISOS 2024 EDS A27-22-012-A1 Docufree BSD records service continuation MSA 6-7-24" with

ID [fd613d9f-0033-48ed-8c32-b18c010920c8] and hash [SHA-256:

5612dfd3e95e3d363e40c1fc406c876b622462785ad0c3df8adc2d81b19186f8].