

## **Notaries on Demand - Supplement**

All Registered Users that utilize the Exela Remote Notarization software and service ("Services" or "NOD Services"), (i.e. Registered User relying on Exela Remote Notarization to match with qualified Notaries) are subject to this Notary on Demand Supplement ("NOD Supplement"). This NOD Supplement is incorporated into and made a part of the General User Terms of Service ("TOS") and provides additional terms for the NOD Services accessed or used on the Exela Remote Notarization platform.

## 1. LICENSE.

During the Term and subject to payment of the applicable fees, Exela Remote Notarization grants the Registered User a nonexclusive, non-sublicense able, non-transferable subscription license to access and use the Exela Remote Notarization platform and to permit Registered User's Signatories and Witnesses/Participants to access and use the Exela Remote Notarization platform, solely for the purposes allowed under this Supplement. The Customer must: (a) provide for their own access to the Internet and pay any service fees associated with such access, and (b) provide all equipment necessary to make such connection to the Internet.

## 2. ACKNOWLEDGEMENT.

If the Customer requests any Notarizations through the Exela Remote Notarization platform, the Customer acknowledges and agrees that the Customer has confirmed that (i) the Notaries are commissioned by and can legally operate in the state or commonwealth in which they are commissioned/licensed pursuant to such state's or commonwealth's Applicable Notary Law; (ii) the Notaries are performing the Services solely by virtue of such laws; (iii) Customer is explicitly requesting and invoking the Notaries' authority under the Applicable Notary Laws, irrespective of your geographic location (or the Signatory's, or your geographic location (as applicable)) at the time of the Services, and agree that the Notarization may proceed under and will be governed by the applicable laws of such state; and (iv) the Notaries are performing the requested Notarizations in their state or commonwealth, regardless of whether the Customers (or the Signatory) are accessing the Services from locations outside of that state or commonwealth. Exela Remote Notarization provides the Services at Customers request and Customer acknowledges and agree to the foregoing and shall indemnify Exela Remote Notarization for any governmental penalties or fines Exela may become subject to for the use of any Notary's services chosen by Customer.