

EXTENSION APP SERVICE TERMS

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These Extension App Service Terms (the "**Terms**") govern the use of the extension applications for the Docusign platform that are built and operated by **FLUIDLABS OÜ**, a company registered in Estonia under registry code 16534086, with its registered office at Vesivärava tn 50-201, 10152 Tallinn, Estonia ("**Fluidlabs**"), by the organisation that installs or uses them (the "**Customer**").

By installing an App from the Docusign App Center, connecting an account to it, or using it in a workflow, the Customer agrees to these Terms. A person accepting on behalf of an organisation confirms that they have authority to bind it. If the Parties have signed an Order Form or other written agreement that covers the Apps, that agreement applies together with these Terms.

Personal data processed through the Apps is governed by the Fluidlabs Standard Data Processing Agreement (the "**DPA**"). These Terms are the Principal Agreement referred to in the DPA.

1. Definitions

1.1 In these Terms:

- "**App**" means an extension application built and operated by Fluidlabs, listed on the Docusign App Center, that adds steps to Docusign Workflow Builder connecting a Docusign account to a Connected System. The Apps in scope are those listed at fluidlabs.com/integrations, as updated from time to time.
- "**Connected System**" means the third-party platform an App connects to, such as an HR, CRM, accounting or work-management system, under the Customer's own account with that platform.
- "**Customer Data**" means data the Customer passes through an App, including Customer Personal Data as defined in the DPA.
- "**Documentation**" means the public documentation for each App published at fluidlabs.com/documentation, as updated from time to time.
- "**Docusign Platform**" means Docusign IAM, the Docusign App Center, Docusign Workflow Builder and any other Docusign service the Apps run on or connect to.
- "**Docusign-Commissioned App**" means an App that Fluidlabs built at the request of and with funding from Docusign, Inc., in which the intellectual property rights belong to Docusign and which Fluidlabs publishes, hosts and operates under its agreement with Docusign. The Documentation identifies each App that is a Docusign-Commissioned App.
- "**Order Form**" means a written order, statement of work or proposal signed or accepted by both Parties for paid services relating to the Apps.
- "**Support Hours**" means 09:00 to 19:00 Central European Time on Business Days. "**Business Day**" means a day other than a Saturday, Sunday or public holiday in Estonia.

1.2 Terms defined in the DPA have the same meaning here.

2. The Apps and the Docusign Platform

2.1 Each App is installed into the Customer's Docusign account from the Docusign App Center by a Docusign account administrator, and runs inside Docusign Workflow Builder as native workflow steps. Fluidlabs is the publisher and operator of each App, and the Customer's counterparty under these Terms,

whether or not the App is a DocuSign-Commissioned App. The functions of each App are described in its Documentation.

2.2 The Customer's use of the DocuSign Platform is governed by the Customer's agreement with DocuSign and by the DocuSign App Center terms. Fluidlabs is not a party to that agreement, does not operate the DocuSign Platform, and is not responsible for its availability, features or changes.

2.3 The Customer's use of any Connected System is governed by the Customer's agreement with the provider of that system. Fluidlabs is not responsible for a Connected System, its API, or changes the provider makes to it.

2.4 Fluidlabs may update an App at any time to maintain it, improve it, or keep it compatible with the DocuSign Platform or a Connected System. Fluidlabs will use reasonable efforts to give notice of any change that materially reduces an App's functionality, and will update the Documentation accordingly.

2.5 Fluidlabs may retire an App on at least ninety (90) days' written notice, or on shorter notice where the DocuSign Platform or the Connected System no longer supports it. A DocuSign-Commissioned App may also be withdrawn, transferred to another operator or materially changed at DocuSign's direction; Fluidlabs will give the Customer as much notice as its agreement with DocuSign allows. On retirement or withdrawal, clause 13.5 applies.

3. Right to use

3.1 Subject to these Terms, Fluidlabs grants the Customer a non-exclusive, non-transferable right, for the term of these Terms, to install and use the Apps within the Customer's own DocuSign account for its internal business purposes.

3.2 The Customer shall not, and shall not allow any third party to:

- (a) copy, modify, adapt, translate or create derivative works of an App;
- (b) reverse engineer, decompile or otherwise attempt to derive the source code of an App, except to the extent the law expressly permits;
- (c) resell, sublicense, rent or otherwise make an App available to a third party, other than to the Customer's own affiliates and contractors using it on the Customer's behalf;
- (d) use an App to store or transmit malicious code, or to interfere with the integrity or performance of the DocuSign Platform, a Connected System or Fluidlabs' infrastructure;
- (e) use an App in breach of applicable law, the DocuSign App Center terms, or the terms of a Connected System; or
- (f) access an App in order to build a competing product.

3.3 The Customer is responsible for all use of the Apps under its DocuSign account, including use by its personnel, affiliates and contractors.

4. Customer responsibilities

4.1 A shared responsibility model applies. The Customer remains responsible for:

- (a) its DocuSign account and each Connected System, including users, permissions, authentication settings and the credentials used to connect an App;
- (b) the configuration of its workflows, including which fields and records an App reads or writes;
- (c) deciding what Customer Data is passed through an App, and having a lawful basis for that processing;

- (d)informing Fluidlabs in advance, and obtaining written agreement, before passing special category data within the meaning of Article 9 GDPR through an App; and
- (e)keeping a connection's credentials confidential and revoking them when a person leaves or changes role.

4.2 The Customer shall notify Fluidlabs without undue delay at secops@fluidlabs.com if it becomes aware of any unauthorised use of an App or any security incident affecting its use of an App.

5. Support

5.1 Fluidlabs provides support for the Apps by email at docusign-support@fluidlabs.com during Support Hours.

5.2 Fluidlabs classifies each support request on receipt and responds within the following targets, measured in Support Hours. A response is an acknowledgement from a named Fluidlabs engineer with an initial assessment; it is not a resolution.

Priority	Definition	Response target
P1 · Critical	An App is unavailable for all of the Customer's workflows, or is writing incorrect data to a Connected System, and no workaround exists.	4 Support Hours
P2 · High	A material function of an App is impaired for the Customer and no reasonable workaround exists, or a P1 issue for which a workaround exists.	1 Business Day
P3 · Normal	A function of an App is impaired but a reasonable workaround exists, or the issue affects a minority of workflows.	2 Business Days
P4 · Low	A cosmetic issue, a question about configuration or the Documentation, or a feature request.	3 Business Days

5.3 Fluidlabs shall use commercially reasonable efforts to resolve each issue, and will keep the Customer informed of progress on P1 and P2 issues at reasonable intervals until resolution or an agreed workaround.

5.4 Support does not cover:

- (a)outages, defects or changes in the Docusign Platform or a Connected System;
- (b)issues caused by the Customer's configuration, credentials, permissions or data;
- (c)building or changing the Customer's workflows, or general consultancy; or
- (d)requests from persons who are not the Customer's personnel or authorised contractors.

5.5 Work outside the scope of clauses 5.1 to 5.3, including the items in clause 5.4, may be provided under an Order Form.

6. Availability and maintenance

6.1 Fluidlabs shall use commercially reasonable efforts to make each App available 99.5% of the time in each calendar month, measured at Fluidlabs' infrastructure and excluding the events in clause 6.3. This is

a service target and, unless an Order Form states otherwise, no service credits or other remedies apply if it is not met.

6.2 Fluidlabs performs planned maintenance outside Support Hours where reasonably possible, and gives at least forty-eight (48) hours' notice of planned maintenance that is expected to make an App unavailable. Notice is given by email to the Customer's registered contact and on the App's page at fluidlabs.com/integrations.

6.3 The following are excluded from the availability measurement:

- (a) planned maintenance notified under clause 6.2;
- (b) emergency maintenance required to address a security vulnerability or to keep the App compatible with a change to the Docusign Platform or a Connected System;
- (c) unavailability of, or changes to, the Docusign Platform or a Connected System;
- (d) the Customer's configuration, credentials, permissions or network; and
- (e) events beyond Fluidlabs' reasonable control, including failure of an internet backbone, a hosting-region outage at the cloud provider, or a denial of service attack that Fluidlabs' protections could not reasonably have prevented.

6.4 Where an App is unavailable for longer than planned, Fluidlabs will state on the App's page at fluidlabs.com/integrations and in its Documentation that the App is under maintenance, and will remove that notice when the App is restored.

7. Hosting, security and data

7.1 Each App is hosted on Amazon Web Services in the United States, US East (N. Virginia) region. The Customer's hosting region is fixed at the time the Customer first connects an App and shall not be changed without the Customer's written agreement.

7.2 Fluidlabs maintains certification to ISO/IEC 27001:2022 and shall use reasonable efforts to maintain equivalent certification for the term of these Terms. The technical and organisational measures in force are set out in Annex II of the DPA.

7.3 The DPA governs the processing of Customer Personal Data. In the event of a conflict between these Terms and the DPA in respect of personal data, the DPA prevails.

7.4 As between the Parties, the Customer owns all Customer Data. Fluidlabs processes Customer Data only to provide the Apps and support, as configured by the Customer, and does not use it for any other purpose. Fluidlabs does not use Customer Data to train machine-learning models.

7.5 Fluidlabs may collect and use technical and usage information about the operation of the Apps, such as error rates, step execution counts and performance data, in aggregated or de-identified form, to operate, secure and improve the Apps. This information does not include Customer Data.

7.6 Fluidlabs' current subprocessors are listed in Annex III of the DPA, and the DPA governs changes to that list.

8. Fees

8.1 Unless an Order Form states otherwise, the Apps are provided to the Customer without a fee. Fluidlabs may introduce fees for an App, or for a tier of use, on at least ninety (90) days' written notice, and, for a Docusign-Commissioned App, only where its agreement with Docusign permits. The Customer may terminate its use of the affected App before the fee takes effect.

8.2 Paid services relating to the Apps, including custom extension apps, private hosting, maintenance retainers and workflow configuration, are provided under an Order Form, which sets out the fees, payment terms and any additional service levels.

8.3 Fees under an Order Form are exclusive of VAT and other applicable taxes, which the Customer shall pay in addition.

9. Intellectual property

9.1 All intellectual property rights in a Docusign-Commissioned App belong to Docusign, Inc., and Fluidlabs publishes, hosts and operates it under licence from Docusign. Fluidlabs owns all intellectual property rights in every other App, in the Documentation, and in Fluidlabs' own tooling, templates and know-how, including where these are used to build or operate a Docusign-Commissioned App. Nothing in these Terms transfers any of those rights to the Customer, and the Customer's rights are limited to the right to use in clause 3.

9.2 The Customer grants Fluidlabs a non-exclusive, worldwide, perpetual and irrevocable right to use any suggestion, request or feedback the Customer provides about the Apps, without obligation to the Customer.

9.3 Docusign and the Docusign marks, and the names of Docusign-Commissioned Apps, are trademarks or property of Docusign, Inc. The names of Connected Systems are trademarks of their respective owners. Nothing in these Terms grants either Party any right in the other's names, logos or trademarks, and neither Party shall use the other's marks without prior written consent, except that Fluidlabs may identify the Customer as a user of the Apps on its website and in marketing materials with the Customer's prior written consent.

10. Confidentiality

10.1 "**Confidential Information**" means information disclosed by one Party to the other in connection with these Terms that is marked confidential or that a reasonable person would understand to be confidential, including the Apps' non-public technical information, the Customer's business information, and Customer Data.

10.2 Each Party shall keep the other's Confidential Information confidential, use it only for the purposes of these Terms, and disclose it only to its personnel, affiliates, contractors and professional advisers who need to know it and are bound by obligations of confidentiality no less protective than these.

10.3 Clause 10.2 does not apply to information that is or becomes public other than through breach of these Terms, was lawfully known to the receiving Party before disclosure, is independently developed without reference to the Confidential Information, or must be disclosed by law or a court or regulatory order, provided the receiving Party gives prompt prior notice where lawful.

10.4 These obligations survive for three (3) years after the end of these Terms, and indefinitely for Customer Data and for trade secrets.

11. Warranties and disclaimers

11.1 Fluidlabs warrants that each App will perform materially in accordance with its Documentation. The Customer's sole remedy for breach of this warranty is for Fluidlabs to use commercially reasonable efforts to correct the non-conformity and, if Fluidlabs cannot do so within a reasonable time, for the Customer to terminate its use of the affected App.

11.2 Fluidlabs warrants that it has the right, whether as owner or under its agreement with DocuSign, to make each App available to the Customer on these Terms, and that the Apps, as provided by Fluidlabs and used in accordance with the Documentation, do not infringe the intellectual property rights of any third party.

11.3 Except as expressly stated in these Terms, and to the maximum extent permitted by law, the Apps are provided without any other warranty, express or implied, including any warranty of merchantability, fitness for a particular purpose or non-infringement. Fluidlabs does not warrant that the Apps will be uninterrupted or error-free, that they will meet the Customer's requirements, or that the DocuSign Platform or any Connected System will remain available or unchanged.

11.4 The Apps are not designed for use where failure could lead to death, personal injury or severe physical or environmental damage, and the Customer shall not use them for such purposes.

12. Liability

12.1 Nothing in these Terms limits or excludes either Party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, for wilful misconduct, or for any liability that cannot be limited or excluded by law.

12.2 Subject to clause 12.1, neither Party is liable to the other, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, revenue, business, anticipated savings or goodwill, for loss or corruption of data (other than as provided in the DPA), or for any indirect or consequential loss.

12.3 Subject to clauses 12.1 and 12.2, each Party's total aggregate liability arising out of or in connection with these Terms and the DPA in any twelve (12) month period is limited to the greater of (a) the fees paid or payable by the Customer to Fluidlabs under all Order Forms in the twelve (12) months before the event giving rise to the claim, and (b) EUR 10,000.

12.4 The Customer shall indemnify Fluidlabs against any third-party claim arising from the Customer's breach of clause 3.2, clause 4.1(c) or clause 4.1(d).

12.5 Fluidlabs shall defend the Customer against any third-party claim that an App, as provided by Fluidlabs and used in accordance with the Documentation, infringes that third party's intellectual property rights, and shall pay any damages finally awarded or agreed in settlement, provided the Customer notifies Fluidlabs promptly, gives Fluidlabs sole control of the defence, and provides reasonable cooperation. Fluidlabs may, at its option and, for a DocuSign-Commissioned App, in coordination with DocuSign, procure the right for the Customer to continue using the App, modify it so that it no longer infringes, or retire it and, where fees have been paid, refund any prepaid fees for the period after retirement. This clause states Fluidlabs' entire liability for infringement claims.

13. Term, suspension and termination

13.1 These Terms apply from the date the Customer first installs or uses an App and continue for as long as the Customer has an App installed or an Order Form in force.

13.2 The Customer may stop using an App at any time by uninstalling it from its DocuSign account and disconnecting its connections. Order Forms are terminated in accordance with their own terms.

13.3 Either Party may terminate these Terms on written notice if the other Party materially breaches them and, where the breach can be remedied, fails to remedy it within thirty (30) days of written notice requiring it to do so.

13.4 Fluidlabs may suspend the Customer's access to an App immediately, for the shortest period reasonably necessary, where the Customer's use presents a security risk to the App, the Docusign Platform, a Connected System or other customers, or breaches clause 3.2 or applicable law. Fluidlabs will notify the Customer of the suspension and its reason as soon as reasonably practicable.

13.5 On termination or expiry, the Customer's right to use the Apps ends, each Party shall return or destroy the other's Confidential Information on request, and Fluidlabs shall delete or return Customer Data in accordance with clause 10 of the DPA.

13.6 Clauses 7.3, 7.4, 9, 10, 11.3, 12, 13.5, 13.6 and 14 survive termination or expiry.

14. General

14.1 Order of precedence. In the event of a conflict, the following order applies: (a) the DPA, in respect of personal data; (b) an Order Form, in respect of the services it covers; (c) these Terms; (d) the Documentation. These Terms prevail over the general Terms of Use published at fluidlabs.com in respect of the Apps.

14.2 Changes. Fluidlabs may update these Terms by publishing a new version at fluidlabs.com and giving the Customer at least thirty (30) days' notice by email of any change that materially reduces the Customer's rights. Continued use of an App after the effective date constitutes acceptance. Changes to an Order Form require written agreement.

14.3 Notices. Notices to Fluidlabs are sent to legal@fluidlabs.com, with security matters to secops@fluidlabs.com. Notices to the Customer are sent to the email address of the Docusign account administrator who installed the App, or to any contact recorded in an Order Form or in Annex I of the DPA.

14.4 Assignment. Neither Party may assign these Terms without the other's prior written consent, except that either Party may assign them to a successor to all or substantially all of its business on written notice.

14.5 Force majeure. Neither Party is liable for failure to perform, other than a payment obligation, caused by an event beyond its reasonable control.

14.6 Entire agreement. These Terms, the DPA, the Documentation and any Order Form form the entire agreement between the Parties in relation to the Apps and supersede any prior agreement or representation about them.

14.7 Severability. If any provision of these Terms is held invalid or unenforceable, the remainder continues in full force.

14.8 No waiver. A failure or delay in exercising a right is not a waiver of it.

14.9 Governing law and jurisdiction. These Terms are governed by the laws of Estonia, and the courts of Tallinn, Estonia have exclusive jurisdiction over any dispute arising out of or in connection with them, without prejudice to the DPA's provisions on the EU Standard Contractual Clauses.

Contacts

Purpose	Contact
Support	docusign-support@fluidlabs.com · Support Hours 09:00 to 19:00 CET, Business Days
Security and data protection	secops@fluidlabs.com

Legal notices	legal@fluidlabs.com
Apps and status	fluidlabs.com/integrations
Documentation	fluidlabs.com/documentation