



Nitro Sign Product Specific Terms

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THESE NITRO SIGN PRODUCT SPECIFIC TERMS ARE INCORPORATED INTO THE AGREEMENT UNDER WHICH NITRO HAS AGREED TO PROVIDE THE SERVICES AND APPLY IF YOU HAVE SIGNED UP FOR NITRO SIGN (AS DEFINED IN SECTION 1 BELOW) AS SET OUT IN THE ORDER FORM WHICH ALSO INCORPORATES THE [NITRO TERMS OF SERVICE](#).

PLEASE VISIT OUR [GENERAL PRODUCT SPECIFIC TERMS PAGE](#) IF YOU ARE LOOKING FOR OTHER PRODUCT SPECIFIC TERMS APPLICABLE TO OTHER SPECIFIC NITRO SERVICES. FOR THE AVOIDANCE OF DOUBT, 'NITRO SIGN ENTERPRISE VERIFIED' IS GOVERNED BY SEPARATE TERMS.

1. Definitions

Capitalized terms used in these Nitro Sign Product Specific Terms and not separately defined herein, shall have their respective meanings ascribed to such terms in the [Nitro Terms of Service](#). As used in these Nitro Sign Product Specific Terms, the following terms shall have the following meanings:

“Additional Cost” means any additional costs(s), as set out in the Order Form or as elsewhere agreed between the Parties in writing which is not already included in the default Subscription Fee and excludes Additional Package Usage Costs;

“Additional Package Usage” has the meaning given in Section 2.6;

“Additional Package Usage Cost” means amount payable by Customer, as set out in the Order Form, for processing each new Package, once the then-current permitted volume of Packages (or Nitro Sign API Packages with respect to Nitro Sign API usage) allotted to the Customer has been exhausted or expired;

“Customer Applications” means any applications developed, or third party applications licensed by Customer, and used to interact with Nitro Sign API;

“Nitro Sign” means a (standalone software) product with features and functionalities that enables Customer and its Users to sign documents electronically, which is made available by Nitro as Cloud Services and subject to the parameters of the Subscription Plan the Customer has chosen in the Order Form or the Subscription Plan subsequently upgraded to in accordance with these Nitro Sign Product Specific Terms. For the avoidance of doubt, for the purposes of interpreting the [Nitro Terms of Service](#), ‘Nitro Sign’ is considered ‘Services’;

“Nitro Sign API” means the application programming interface or other API materials made available to Customer by Nitro to access and use Nitro Sign as integrated with Customer Applications, including any Updates thereto. For the avoidance of doubt, for the purposes of interpreting these Nitro Sign Product Specific Terms the Nitro Sign API shall be considered and licensed on the basis of it being Cloud Services;

"Nitro Sign API Key" means the security key Nitro makes available to Customer to access the Nitro Sign API;

“Nitro Sign API Packages” means Packages that can be purchased by Customer and which can only be used via the Nitro Sign API, which are subject to Additional Costs as set out in the Order Form;



“Package” means a single instance where the Customer (or one of its Users) sends a document file, or group of document files for signature via Nitro Sign in a single signing workflow unit that results in a completed transaction where the document file(s) are sent out for electronic signatures, tracked, and managed as a single workflow.;

“Package Bucket” means a certain number of Packages pre-purchased by Customer in bulk as made available by Nitro in different tiers which are subject to Additional Costs as identified in the Order Form at the time the specific Package Bucket tier is purchased by Customer;

“Package Expiry Date” has the meaning given in Section 2.3.;

“Reasonable Use” means using Nitro Sign in a fair and normal way, based on factors such as the number of Users, transactions, data storage, bandwidth or processing power and within the limitations of the relevant Documentation and Subscription Plan. Reasonable Use also means that Customer’s (including its Beneficiaries’ and Users’) usage patterns do not deviate significantly from the average or expected usage levels for each customer or its users, and that Customer’s (including its Beneficiaries’ and Users’) use of Nitro Sign does not negatively affect the performance, availability, security, or integrity of Nitro Sign or other customers’ use of Nitro Sign. Nitro reserves the right to define what constitutes Reasonable Use at its sole discretion;

“Subscription Fee” means, for the purposes of a Customer who uses Nitro Sign, the recurring subscription fee to be paid by Customer to Nitro (or an Authorized Reseller, as applicable) as specified in the Order Form for the relevant Subscription Plan, related to the right to use the Services and the provision of Support plus any applicable Additional Costs and Additional Package Usage Costs, where applicable. For the avoidance of doubt, any reference to ‘Subscription Fee’ in the [Nitro Terms of Service](#) shall have the meaning given herein;

“Subscription Plan” means the specific subscription plan that Customer selects in the Order Form, or otherwise upgrades to pursuant to these Nitro Sign Product Specific Terms, which is subject to specific functionalities and parameters which define the extent and manner in which the Customer can use Nitro Sign under such the plan. Nitro’s currently existing Subscription Plans are made available by Nitro [here](#);

“Subscription Plan Packages” means an automatic allocation of a certain number of Packages per User based on the Customer’s chosen Subscription Plan;

“User Package Pool” has the meaning given in Section 2.3.

2. Nitro Sign Specific Terms

2.1. Nitro Sign. Nitro Sign offers electronic signing capabilities and can be used by the Customer and its Users in accordance with the Subscription Plan Customer elects to subscribe to as set out in Customer’s Order Form (which is subject to automatic upgrade per Section 2.6 below). The applicable product user guide for Nitro Sign is available [here](#).



2.2. Additional Costs. Depending on the Services, functionalities made available, and Implementation and Activation Services requested by Customer, Additional Costs may apply (e.g., Module Extensions, activation and usage of specific signing methods or signing methods offered by third party providers etc.). Additional Costs shall only apply if explicitly set out in the Order Form.

2.3. Package Allocation and Usage. As of the initial Nitro Sign subscription Effective Date (and each anniversary of the Term thereafter), each User is automatically allocated Subscription Plan Packages (in accordance with their then-current Subscription Plan) that shall expire on the subsequent one year anniversary of the Term (the “**Package Expiry Date**”). The total number of Packages available to Customer and its Users upon each anniversary of the Term is determined by multiplying the Subscription Plan Packages per User by the number of then-current active Users and, where applicable, adding the number of Packages purchased by the Customer in Package Buckets, if any, and at all times excluding any Nitro Sign API Packages (the “**User Package Pool**”). The User Package Pool can be used by any Users without individual restrictions (excluding via the use of Nitro Sign API per Section 2.4 below) until exhausted or until they expire on the anniversary of the initial Nitro Sign subscription Effective Date, whichever occurs earlier. Additional Packages can be purchased proactively by Customer in Package Buckets during the Term and all Packages in such Package Buckets shall expire on the Package Expiry Date. Any Packages used by Customer or its Users that exceed the then-current User Package Pool will be invoiced by Nitro (or its Authorized Reseller) on a retroactive basis subject to Additional Package Usage Costs which Customer agrees it shall be liable to pay upon receiving the relevant invoice.

2.4. Packages for use with Nitro Sign API. Notwithstanding the foregoing in Section 2.3 and for the avoidance of doubt, the User Package Pool shall not be available for use with Nitro Sign API and Customer shall have to purchase Nitro API Packages specifically for use with Nitro Sign API that shall expire on, if not exhausted prior to, the Package Expiry Date.

2.5. Subscription Plan Upgrades and Module Extensions. Customer may upgrade its Subscription Plan or order Module Extension(s) which might result in additional Subscription Fees or Additional Costs being due. Such upgrade to another Subscription Plan or the addition of a Module Extension can occur by: (i) Customer signing a new Order Form or addendum with Nitro or an Authorized Reseller (if applicable); (ii) Customer being automatically upgraded by virtue of Additional User Deployment(s) as set out in Section 2.6 below; or (iii) upon Customer selecting such an upgrade or addition via in-app purchases or via Nitro’s eCommerce store (where applicable). Module Extensions and any upgrades made to Subscription Plans shall continue by default for the remaining part of the Term but, except for automatic upgrades pursuant to Section 2.6 below, will only be activated upon Customer’s explicit request.



2.6. True Up for Additional User Deployment, Additional Package Usage; Automatic Upgrades to Subscription Plan. During the Term of the Agreement, the Customer may increase the number of Users beyond the initial count specified in the Order Form (an "**Additional User Deployment**") and/or exceed the number of Packages in the User Package Pool ("**Additional Package Usage**"). Nitro (or its Authorized Reseller) will calculate and invoice Additional User Deployment on a per User basis, based on the additional number of Users activated by the Customer, and Additional Package Usage on a per Package basis, based on the additional number of Packages used in accordance with the Additional Package Usage Costs. Customer will be responsible for paying any fees (including retroactive fees) for such Additional Package Usage and Additional User Deployment until the end of the Term, as invoiced by Nitro (or its Authorized Reseller). These additional Subscription Fees and Additional Package Usage Costs will be based on the prices in the Order Form, without considering any discounts or pricing incentives. In addition to the foregoing, if Customer activates Users (including Additional User Deployments) beyond the number permitted in their current Subscription Plan, the Subscription Plan may automatically be upgraded by Nitro to the next tier Subscription Plan to accommodate the additional Users. Customer will then be invoiced and liable to pay the Subscription Fees for the upgraded Subscription Plan for the remainder of the Term (e.g., if the maximum permitted number of Users for 'Nitro Sign Standard' is exceeded, Customer will automatically be upgraded to 'Nitro Sign Plus' for the rest of the Term).

2.7. Reasonable Use of Nitro Sign. Nitro reserves the right (but shall have no obligation to), monitor Customer's and User's usage on an ongoing basis to identify any deviation from Reasonable Use. If Nitro decides, at its sole discretion, that Reasonable Use of Nitro Sign or related Module Extensions by a Customer and/or its User has been exceeded, Nitro will have the right to throttle or suspend such User's use of Nitro Sign or the related Module Extensions. In extreme circumstances, as determined by Nitro in its sole discretion, Nitro will have the right to terminate the Agreement provided that Nitro will make reasonable efforts to provide Customer in advance with a description of the excessive or abnormal usage and an explanation of why it violates Reasonable Use.

2.8. Customer's Responsibilities with Respect to Nitro Sign.

- a. Customer will bear responsibility for deciding which Users or individuals or entities it invites to use Nitro Sign (e.g., for electronically signing documents or for initiating documents to be signed), however such use shall always be subject to the Agreement. Customer warrants it has, and will have, the necessary and valid legal basis, where required by applicable law, to send invitations (via Nitro Sign) to such Users and individuals and entities and signing requests to the end recipients to use Nitro Sign. It is the Customer's sole responsibility to choose an adequate signing method as made available within Nitro Sign taking into account the purpose for which the electronic signature and the electronically signed document will be used. Customer acknowledges that specific types of agreements or documents may, under specific applicable legislation, not be executed or legally binding by means of an electronic signature or that additional steps may need



to be taken before certain agreements are legally binding (e.g., consumer law may dictate steps Customer is required to make a consumer contract legally binding).

- b. Customer acknowledges and agrees that (i) Nitro solely provides electronic signing capabilities within Nitro Sign and that the Customer remains fully responsible for the purposes for which Nitro Sign is used by its Users, including the suitability of such use in accordance with the applicable laws and regulations and the responsibility of meeting all requirements to form a legally binding document under the applicable law; and (ii) NITRO SHALL NOT BE HELD RESPONSIBLE OR BE LIABLE TO DETERMINE WHETHER ANY PARTICULAR DOCUMENT OR AGREEMENT IS SUBJECT TO AN EXCEPTION UNDER APPLICABLE LEGISLATION AND CAN THEREFORE NOT BE LEGALLY EXECUTED BY MEANS OF AN ELECTRONIC SIGNATURE.
- c. Customer independently determines which documents are uploaded for signing and which messages are sent via Nitro Sign and Customer shall bear full responsibility for the content, administration and monitoring of the documents processed via Nitro Sign. Nitro does not actively monitor the content of the documents that are uploaded, sent, processed and/or signed using Nitro Sign. Customer is fully and independently accountable should any document(s) uploaded using Nitro Sign be inaccurate and/or unlawful. Customer warrants the content will not be illegal or unlawful and does not breach any third party rights and that Customer will obtain the legal basis (e.g., consent) to send electronic message to third parties in accordance with applicable law. Customer will defend, indemnify and hold harmless Nitro against all third-party claims that are based on any electronic communication uploaded to or used with Nitro Sign and/or sent by Customer or its Users via Nitro Sign to a recipient in violation of applicable law (e.g., including anti-spam laws, etc.). Customer shall be transparent towards Data Subjects on how Personal Data is being processed when using Nitro Sign.
- d. Customer acknowledges and agrees Nitro Sign is not a document management or data storage tool and that Customer is solely responsible to store and save its documents and signed documents elsewhere (for example within the Customer's CRM or ERP software or another document repository).
- e. Where Customer has chosen a Subscription Plan that includes access and use of Nitro Sign API, Customer shall implement the Nitro Sign API integration (if applicable) taking into account all rules and guidelines issued from time to time by Nitro via the then-current Documentation. Nitro shall not be held responsible in case Nitro Sign (or Nitro Sign API) is not functioning due to non-compliance by Customer with the applicable Documentation.
- f. Where Customer has chosen a Subscription Plan that includes the Nitro Sign API (i) Customer shall only use and access the Nitro Sign API solely for the purposes of internally developing the Customer Applications that will communicate and interoperate with Nitro Sign; (ii) Customer must obtain a Nitro Sign API Key through the registration process made available by Nitro to use and access Nitro Sign API; (iii) Customer may not share the Nitro Sign API Key with any third party unless permitted by Nitro in writing, must keep the Nitro API Key and all log-in information secure, and must use the Nitro Sign API Key as Customer's sole means of accessing the Nitro Sign API



and, (iv) Customer shall be solely responsible for its Customer Applications and integrating (and maintaining the integration) between the Nitro Sign API and Customer Applications.

[END OF NITRO SIGN PRODUCT SPECIFIC TERMS]

