

# Addendum to Terms of Service: Refill Program

Last updated 3 October 2025

This Addendum is between DocuGen, Inc. (“DocuGen”, “us”, “we” or “our”) and you, either individually, or on behalf of your employer or any other entity which you represent (“you” or “your”). In case you represent your employer or another entity, you hereby represent that (i) you have full legal authority to bind your employer or such entity (as applicable) to these Terms; and (ii) after reading and understanding this Addendum, you agree to this Addendum on behalf of your employer or the respective entity (as applicable), and this Addendum shall bind your employer or such entity (as the case may be).

This Addendum (the “Addendum”) supplements the existing DocuGen Terms of Service (“Terms of Service”) between the parties and is to be read in conjunction with the Terms of Service, which are deemed to be incorporated herein by reference and form an integral part thereof, as amended from time to time: <https://docugen.io/terms-of-service/>

PLEASE NOTE THAT YOU ARE DEEMED AS AN AUTHORIZED REPRESENTATIVE OF YOUR EMPLOYER OR AN ENTITY (AS APPLICABLE): (I) IF YOU ARE USING YOUR EMPLOYER OR AN ENTITY’S EMAIL ADDRESS IN REGISTERING INTO THE SERVICE; AND (II) IF YOU ARE AN ADMIN (AS DEFINED IN THE TERMS OF SERVICE).

YOU ACKNOWLEDGE THAT THESE TERMS ARE BINDING, AND YOU AFFIRM AND SIGNIFY YOUR CONSENT TO THESE TERMS, BY CLICKING ON A BUTTON OR CHECKING A CHECKBOX FOR THE ACCEPTANCE OF AN ORDER FORM FOR THE REFILL PROGRAM (the “Program Order Form”).

IF YOU DO NOT AGREE TO COMPLY WITH, AND BE BOUND BY, THIS ADDENDUM OR DO NOT HAVE AUTHORITY TO BIND YOUR EMPLOYER OR ANY OTHER ENTITY (AS APPLICABLE), PLEASE DO NOT ACCEPT THESE TERMS.

Terms have the meanings defined in the Terms of Service.

## 1. Program Overview

Your subscription plan includes a monthly quota of documents that may be generated or sent for signature (“Monthly Quota”). The Refill Program (the “Program”) allows you to continue using DocuGen beyond the monthly quota assigned based on your subscription plan in consideration for payment of Refill Charges, as defined below.

## 2. Refill Charges

If your usage in any given month reaches or exceeds the Refill Threshold (defined below), you authorize DocuGen to automatically charge the credit card on file via DocuGen’s Merchant of Record (Fastspring as of the date of this Addendum), for additional usage as follows:

- Refills are billed in blocks of documents (“Refill Block”, defined below.)
- The price per Refill Block is as specified in the Program Order Form.
- Refill Blocks are valid only for the month in which they are purchased and do not roll over to subsequent months.

Refill Threshold is defined as 95% of your Monthly Quota at the time the Refill Threshold is reached.

Refill Block is 100 documents, equivalent to 100 generated documents or 20 documents sent for signature or some other ratio defined in a separate arrangement with you, if applicable.

### 3. Calculation of Refill

At the point your usage reaches or exceeds Refill Threshold, DocuGen will automatically charge for one or more Refill Blocks, as needed, to remain at or below the Refill Threshold for that month.

### 4. Refill Pricing Changes

DocuGen reserves the right to change the price of Refill Blocks at any time. Any such change will be communicated to you with at least thirty (30) days' prior written notice. Continued participation in the Program after the effective date of the price change constitutes acceptance of the new pricing.

### 5. Opt-Out Provision

You may opt out of participation in the Program at any time by providing at least seven (7) days' written notice to DocuGen at [support@docugen.io](mailto:support@docugen.io). The opt-out will become effective seven (7) days after DocuGen's receipt of such notice. You will remain responsible for any Refill charges incurred prior to the effective date of opt-out.

### 6. Payment Authorization

You authorize DocuGen to charge the credit card on record for all applicable Refill fees as described in the Program Order Form. All payments are non-refundable.

### 7. General

Except as expressly modified by this Addendum, all terms and conditions of the Terms of Service remain in full force and effect. In the event of a conflict between this Addendum and the Terms of Service, this Addendum shall control with respect to the subject matter herein.

— END OF DOCUMENT —