



Docati, Schaffelaarhout 30, 3845EG, Harderwijk,  
The Netherlands. Registered at the Dutch Chamber  
of Commerce (KvK) #60639334, Tax No.  
NL163281543B01.

# Terms of Service

Last revision: May 16<sup>th</sup>, 2014

This Service Agreement ("Agreement") is made effective as of the date set forth below by and between Docati, located at Schaffelaarhout 30, 3845EG Harderwijk, The Netherlands ("Docati") and the entity and/or individual who enters into this Agreement ("Client"). This Agreement sets out the terms and conditions under which Client may utilize the Document Generation System as defined below. By using the Document Generation System, it becomes a legally binding contract.

## Recitals

WHEREAS, Docati provides document generation and conversion software and related services (the "Document Generation System"); and

WHEREAS, Docati wishes to provide Document Generation System to Client so that Client may utilize Document Generation System.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## Agreement

### Section 1 — Services provided by Docati

1.01 Services. Docati will provide the Document Generation System to Client.

With respect to the Document Generation System, Docati and Client shall agree upon the equipment and services to initially be provided under this Agreement and may update, amend and changes the goods and services provided to the Client upon

the mutual consent of Docati and Client. For the purposes of this Agreement, "Customers" shall mean the customers of the Client.

1.02 Limited License. During the term of this Agreement, Docati hereby grants to Client a nonexclusive, non-sublicensable, and non-transferable license, under the intellectual property rights owned or licensed by Docati, to use Document Generation System software provided by Docati to Client, provided however that:

- a. such license is subject to all obligations and restrictions imposed on Client in this Agreement;
- b. such license extends only to Client's employees and contractors, but only to the extent that such employees and contractors use Document Generation System for the sole purpose of generating or converting documents on the behalf of Client, and for no other purpose whatsoever;
- c. such license extends only to Client use of Document Generation System solely to perform the functions specified herein, and in compliance therewith, and
- d. while exercising such license, Client shall treat Document Generation System as Docati's Confidential Information under this Agreement.

1.03 Limitations on Rights Granted. Except as expressly provided to the contrary in this Agreement, Client shall not, and shall not knowingly cause or permit any non-party to, use or reproduce Document Generation System. Client shall not, and shall not knowingly cause or permit any non-party, to disassemble, decompile, decrypt, extract, reverse engineer, prepare a derivative work based upon, distribute, or time share Document Generation System, or otherwise apply any procedure or process to Document Generation System in order to ascertain, derive, and/or appropriate for any reason or purpose, the source code or source listings for Document Generation System or any algorithm, process, procedure or other information contained in Document Generation System. Except as expressly authorized herein, Client may

not rent, lease, assign, sublicense, transfer, modify, alter, or time share the Document Generation System.

1.04 Independent Contractors. The relationship of Docati and Client is that of independent contractors. Neither Client nor its employees, consultants, contractors or agents are agents, employees, partners or joint ventures of Docati, nor do they have any authority to bind Docati by contract or otherwise to any obligation. They will not represent to the contrary, either expressly, implicitly, by appearance or otherwise.

1.07 Access. Client understands and agrees that, if applicable, it has contracted with a third party provider that may have access to the Document Generation System. Client hereby grants the third party provider access and authorizes Docati to take all reasonable steps to provide such access. All actions taken by Docati in this regard will be a part of the Document Generation System for purposes of this Agreement and Docati shall have no liability under this Agreement for such access.

1.08 Customer Data.

- a. Docati will obtain an independent ownership right in any data transmitted by the Customer to Docati, even if the information first passes through Client's servers. Such Customer Data will constitute Docati's Confidential Information and Intellectual Property for purposes of this Agreement. To the extent Client provides to Docati any data similar to Customer Data (collectively "Other Customer Data") that Docati does not own, Client hereby grants Docati a non-exclusive, royalty-free license to use, reproduce, electronically distribute, and display all such Other Customer Data for the purposes of (i) preparing internal reports for use by Docati or its corporate group to manage their business; (ii) data analytics, developing and analyzing data metrics, anonymising Personal Data (as defined below) and other analysis purposes, and to publish in aggregated form the results of such analyses;

(iii) complying with applicable legal requirements and assisting law enforcement agencies by responding to requests for the disclosure of Personal Data in accordance with local laws and (iv) any other purpose for which consent has been provided by the Customer( together the "Agreed Purposes").

b. FOR EU CLIENTS

For the purposes of this section, the following definitions shall apply:

"Data Controller" shall have the meaning given in the EU Data Protection Directive 95/46/EC as implemented in the country where the Client is established.

"Data Processor" shall have the meaning given in the EU Data Protection Directive 95/46/EC as implemented in the country where the Client is established.

"Data Protection Requirements" means the EU Data Protection Directive (95/46/EC), the EU Electronic Communications Data Protection Directive (2002/58/EC) (as amended) and all applicable local laws and regulations implementing such Directives together with any similar laws or regulations anywhere in the world (to the extent applicable) as they may pertain to a data controller or the equivalent thereof.

"Personal Data", means any information relating to an identified or identifiable natural person as defined in EU Data Protection Directive 95/46/EC as implemented in the country where the Client is established.

"Processing" shall have the meaning given in the EU Data Protection Directive 95/46/EC as implemented in the country where the Client is established.

(i.)The Parties acknowledge that the provision of the Document Generation System and Customer Data shall require the Processing of Personal Data and each Party shall be responsible for complying with its respective obligations under the applicable Data Protection Requirements.

(ii.) To the extent that Docati acts as a Data Processor and Processes Personal Data on behalf of the Client, Docati shall (a) Process and use the Personal Data provided to it by the Client only to perform its obligations and only to the extent permitted under the terms of this Agreement; (b) Only act on the Client's reasonable and lawful instructions in relation to the Processing of the Personal Data provided to it PROVIDED THAT such instructions shall not prevent or hinder Docati from performing its express obligations under this Agreement; and (c) Operate appropriate technical and organisational measures to protect against unauthorised or unlawful processing of such Personal Data and accidental loss or destruction of, or damage to such Personal Data.

(iii.) The Parties acknowledge where Personal Data is made available to Docati for the Agreed Purposes, Docati shall act as a Data Controller or co-Data Controller with the Client such Agreed Purposes.

(iv.) In respect of the Agreed Purposes, and in all instances in which the Client is a Data Controller, the Client warrants and undertakes to Docati that it has satisfied the appropriate Data Protection Requirements in relation to the disclosure of such Personal Data to Docati for the Agreed Purposes including any complying with any appropriate notice or consent requirements.

## Section 2 — The Document Generation System

2.01 Providing Document Generation System. During the term of this Agreement, Docati shall use its commercially reasonable efforts to provide the Document Generation System 24x7 consistent with its practices in effect as of the date of this Agreement. However, the parties acknowledge that the Document Generation System is computer network based services which may be subject to outages and delay occurrences. In such an event, Docati shall use its commercially reasonable efforts to diligently and promptly remedy any and all material interruptions. Docati

will not be liable in any manner for any interruptions, outages, or other delay occurrences relating to the Document Generation System.

## Section 3 — Payment of Fees

3.01 Fees in General. Client shall pay fees to Docati as set forth in the application for the Document Generation Services, as set forth on Docati's website and as disclosed to Client in any other documents or materials by Docati.

3.02 Fees for Document Generation System. Client agrees to pay Docati for the Document Generation System either by (i) making individual payments from within Document Generation System or (ii) by registering for a subscription. Individual payments are processed immediately, subscriptions are processed periodically, depending on the type of subscription. Subscriptions are similar to individual payments, except Client agrees that Docati is allowed to periodically register individual transactions, thus initiating a payment.

## Section 4 — Credits

4.01 Credit System: Document Generation System requires so-called credits for every service request. Credits must be pre-paid. The Document Generation System provides pricing information to Client. Credits can be bought from within the Document Generation System, either by individual one-time payment or by a subscription (recurring payment).

4.02 Prices: Docati has the right to change prices over time.

4.03 Effects of raising prices: If Document Generation Services become more expensive, existing credits already owned by Client are corrected in similar manner. E.g.: if generating a document costs 1 credit at the time the credit was purchased and the price for generating a document is later raised by a certain percentage, client's existing amount of credits will be raised with the same

percentage. This correction only applies to increasing credit prices. When prices are lowered, the available number of credits remains unaffected.

4.04 Refund policy: Client agrees that credits for the Document Generation System will not be refunded.

4.05 Credit Expiration: Client agrees that credits expire after one year (365 days), without notice, and will not be refunded.

4.06 Free credits: Docati provides Client with a limited amount of free credits each month. Free credits expire at the end of the month and cannot be exchanged for money. The amount of free credits provided is determined by Docati and cannot be part of this or a derived agreement.

## Section 5 — Obligations

5.01 Confidential Information. The parties acknowledge that in their performance of their duties hereunder either party may communicate to the other (or its designees) certain confidential and proprietary information, including without limitation, in the case of Docati, information concerning the Document Generation System and the know-how, technology, techniques, or business or marketing plans related thereto (collectively, the "Confidential Information") all of which are confidential and proprietary to, and trade secrets of, the disclosing party.

Confidential Information does not include information that: (i) is public knowledge at the time of disclosure by the disclosing party; (ii) becomes public knowledge or known to the receiving party after disclosure by the disclosing party other than by breach of the receiving party's obligations under this section or by breach of a third party's confidentiality obligations; (iii) was known by the receiving party prior to disclosure by the disclosing party other than by breach of a third party's confidentiality obligations; or (iv) is independently developed by the receiving party. As a condition to the receipt of the Confidential Information from the

disclosing party, the receiving party shall: (i) not disclose in any manner, directly or indirectly, to any third party any portion of the disclosing party's Confidential Information; (ii) not use the disclosing party's Confidential Information in any fashion except to perform its duties hereunder or with the disclosing party's express prior written consent; (iii) disclose the disclosing party's Confidential Information, in whole or in part, only to employees and agents who need to have access thereto for the receiving party's internal business purposes; (iv) take all necessary steps to ensure that its employees and agents are informed of and comply with the confidentiality restrictions contained in this Agreement; and (v) take all necessary precautions to protect the confidentiality of the Confidential Information received hereunder and exercise at least the same degree of care in safeguarding the Confidential Information as it would with its own confidential information, and in no event shall apply less than a reasonable standard of care to prevent disclosure. The receiving party shall promptly notify the disclosing party of any unauthorized disclosure or use of the Confidential Information. The receiving party shall cooperate and assist the disclosing party in preventing or remedying any such unauthorized use or disclosure.

5.02 Indemnification. Client agrees to indemnify, defend, and hold harmless Docati, its employees or agents from and against any loss, liability, damage, penalty or expense (including attorneys' fees, expert witness fees and cost of defense) they may suffer or incur as a result of (i) any failure by Client or any employee, agent or affiliate of Client to comply with the terms of this Agreement; (ii) any warranty or representation made by Client being false or misleading; (iii) negligence of Client or its subcontractors, agents or employees; or (iv) any representation or warranty made by Client or any employee or agent of Client to any third person other than as specifically authorized by this Agreement.



5.03 Disclaimer of All Warranties. THE DOCUMENT GENERATION SYSTEM IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. DOCATI DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, TO CLIENT AS TO ANY MATTER WHATSOEVER, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DOCATI OR ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF DOCATI'S OBLIGATIONS.

5.04 LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE DOCUMENT GENERATION SYSTEM, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER BASED ON BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, OR OTHER CAUSE OF ACTION (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS; OR LABOR CLAIMS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL DOCATI'S TOTAL LIABILITY TO CLIENT OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CLIENT UNDER THIS AGREEMENT TO A MAXIMUM

OF ONE THOUSAND DOLLARS (\$1,000.00) REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, NEITHER PARTY EXCLUDES OR LIMITS LIABILITY TO THE OTHER FOR: FRAUD OR FRAUDULENT MISREPRESENTATION, DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE, OR A BREACH OF ANY IMPLIED CONDITION AS TO TITLE, ENCUMBRANCES AND/OR QUIET ENJOYMENT.

5.05 Taxes. Client shall pay, indemnify and hold Docati harmless from (i) any sales, use, excise, import or export, value-added, or similar tax or duty, and any other tax or duty not based on Docati's income; and (ii) all government permit fees, customs fees and similar fees which Docati may incur with respect to this Agreement. Such taxes, fees and duties paid by Client shall not be considered a part of, a deduction from, or an offset against, payments due to Docati hereunder.

5.06 Client represents and warrants to Docati as follows:

- a. Client has the full power and authority to execute, deliver and perform this Agreement. This Agreement is valid, binding and enforceable against Client in accordance with its terms and no provision requiring Client's performance is in conflict with its obligations under any constitutional document, charter or any other agreement (of whatever form or subject) to which Client is a party or by which it is bound.
- b. Client is duly organized, authorized and in good standing under the laws of the state, region or country of its organization and is duly authorized to do business in all other states, regions or countries in which Client's business make such authorization necessary or required.

- c. Client enters into this Agreement and will only use the Document Generation System in the course of its own business, trade or profession and not as a consumer (nor for any personal, household or domestic purposes).

5.07 Trademarks.

- a. License to Docati Trademarks. Subject to the limitations in this Agreement, Docati grants Client the nonexclusive right and license to use Docati's and its licensors trademarks (the "Trademarks") during the term of this Agreement solely in conjunction with the use of the Document Generation System. Docati grants no rights in the Trademarks or in any other trademark, trade name, service mark, business name or goodwill of Docati except as licensed hereunder or by separate written agreement of the parties. Client agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Trademark or any other trademark, trade name or product designation belonging to or licensed to Docati (including, without limitation registering or attempting to register any Trademark or any such other trademark, trade name or product designation). During the term of this Agreement, Client agrees not to use any trademark, trade name or product name confusingly similar to a trademark, trade name or product name of Docati, except for the Trademarks expressly licensed hereunder. Upon expiration or termination of this Agreement, Client will immediately cease all display, advertising and use of all of the Trademarks and will not thereafter use, advertise or display any trademark, trade name or product designation which is, or any part of which is, similar to or confusing with any Trademark or with any trademark, trade name or product designation associated with Docati or any of Docati's products and services.
- b. License to Client Trademarks. Client grants Docati the non-exclusive right and license to use Client's trademarks and logos as provided by Client pursuant to Exhibit A (the "Client Trademarks") during the term of this Agreement in connection with the Trademark Uses. Client grants no rights in the Client

Trademarks or in any other trademark, trade name, service mark, business name or goodwill of Client except as licensed hereunder or by separate written agreement of the parties. Docati agrees that it will not at any time during or after the term of this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any Client Trademark (including, without limitation registering or attempting to register any Client Trademark). During the term of this Agreement, Docati agrees not to use any trademark, trade name or product name confusingly similar to a Client Trademark, except for the Client Trademarks expressly licensed hereunder. Subject only to the limited rights expressly granted under this Agreement, Client or its licensors retain all right, title and interest, including all intellectual property rights, in and to the Client Trademarks.

5.08 Intellectual Property. "Intellectual Property" means all of the following owned by a party: (i) trademarks and service marks (registered and unregistered) and trade names, and goodwill associated therewith; (ii) patents, patentable inventions, computer programs, and software; (iii) databases; (iv) trade secrets and the right to limit the use or disclosure thereof; (v) copyrights in all works, including software programs; and (vi) domain names. The rights owned by a party in its Intellectual Property shall be defined, collectively, as "Intellectual Property Rights." Other than the express licenses granted by this Agreement, Docati grants no right or license to Client by implication, estoppel or otherwise to the Document Generation System or any Intellectual Property Rights of Docati. Each party shall retain all ownership rights, title, and interest in and to its own products and services (including in the case of Docati, in the Document Generation System) and all intellectual property rights therein, subject only to the rights and licenses specifically granted herein. Docati (and not Client) shall have the sole right, but not the obligation, to pursue copyright and patent protection, in its sole discretion, for the Document Generation System and any Intellectual Property Rights incorporated therein. Client will cooperate with Docati in pursuing such protection, including without limitation executing and delivering to Docati such instruments as may be required to register

or perfect Docati's interests in any Intellectual Property Rights and any assignments thereof. Client shall not remove or destroy any proprietary, confidentiality, trademark, service mark, or copyright markings or notices placed upon or contained in any materials or documentation received from Docati in connection with this Agreement.

## Section 6 — General Provisions

6.01 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable for any reason, the remaining provisions not so declared shall nevertheless continue in full force and effect, but shall be construed in a manner so as to effectuate the intent of this Agreement as a whole, notwithstanding such stricken provision or provisions.

6.02 Drafting. No provision of this Agreement shall be construed against any party merely because that party or counsel drafted or revised the provision in question. All parties have been advised and have had an opportunity to consult with legal counsel of their choosing regarding the force and effect of the terms set forth herein. This Agreement shall be deemed to be jointly prepared by the parties and therefore any ambiguity or uncertainty shall be interpreted accordingly.

6.03 Waiver. No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

6.04 Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Client may not assign this Agreement without the written consent of Docati. Docati may assign this Agreement in its sole discretion without the written consent of Client.

6.05 Amendments. This Agreement may be amended by Docati by posting a new version of this Agreement on the public website (www.docati.com) or any place that Client has access to in order to view the revised Agreement. Any new version of this Agreement will immediately replace in its entirety this Agreement.

6.06 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and given by personal delivery, telecopy (confirmed by a mailed copy), or first class mail, postage prepaid, sent to the addresses set forth herein. In addition, Docati may provide notice to Client via e-mail, including, but not limited to as it relates to product updates, new features and offers and Client hereby consents to such e-mail notification.

6.07 Section Headings. The section headings contained in this Agreement are for convenient reference only, and shall not in any way affect the meaning or interpretation of this Agreement.

6.08 Entire Agreement; Binding Effect. This Agreement, including all schedules, exhibits and attachments thereto, sets forth the entire agreement and understanding of the parties hereto in respect of the subject matter contained herein, and supersedes all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, partner, employee or representative of any party hereto. This Agreement shall be binding upon and shall inure only to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement, express or implied, is intended to confer or shall be deemed to confer upon any persons or entities not parties to this Agreement, any rights or remedies under or by reason of this Agreement.

6.09 Jurisdiction; Venue; Governing Law. The parties mutually acknowledge and agree that this Agreement and any dispute or claim arising out of or in connection

with it or its subject matter or formation (including non-contractual disputes or claims) shall be construed, governed and enforced in accordance with the laws of the Netherlands, without regard to the internal law of the Netherlands regarding conflict of laws. The parties mutually consent and submit to the exclusive jurisdiction of the state court of the Netherlands and any action or suit concerning this Agreement (including non-contractual disputes or claims) and/or other related matters shall be brought by the parties in state court with appropriate subject matter jurisdiction in the Netherlands. The parties mutually acknowledge and agree that they shall not raise in connection therewith, and hereby waive, any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought in accordance with the foregoing. The parties acknowledge that they have read and understand this clause and agree willingly to its terms.

6.10 Attorney's Fees. Should suit be brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including expert witness fees and fees on any appeal.

6.11 Publicity. Client hereby grants Docati permissions to use Client's name and/or company logos in its marketing materials including, but not limited to use on Docati's website, customer listings, in interviews and press releases.

6.12 Survival. All representations, covenants and warranties shall survive the execution of this Agreement, and all terms that by their nature are continuing shall survive the termination or expiration of this Agreement.