

DOCXELLENT

TERMS OF SERVICE

These Terms of Service (“Terms”) constitute a legal agreement between the person or organization agreeing to these Terms (“Customer”) and DocXellent, a business unit of Cordance Operations LLC, a Delaware limited liability company (the “Company”). By signing an Order, accepting these Terms, or using the Services, Customer represents that it has the authority to bind the Customer to the Order, these Terms, and any applicable schedules, exhibits, or appendices incorporated or referenced herein (collectively, the “Agreement”). Pre-printed terms of either party’s purchase orders, acknowledgements, or click-through terms do not apply or modify this Agreement, and such other or additional terms or conditions are void and of no effect.

1. DEFINITIONS

- 1.1. “Affiliate” of a party means an entity which, directly or indirectly is controlled by, controls or is under common control with that party where “control” of the party or other entity is the possession of the power to direct or cause the direction of the management and policies of the party or other entity, whether by voting, contract or otherwise.
- 1.2. “Agreement” means these Terms of Service including all referenced schedules, exhibits or appendices hereto, and any mutually executed agreements incorporated herein by reference.
- 1.3. “Customer Content” means content, data, and information, including text, graphics, videos, or other material, submitted, uploaded, imported, or otherwise provided to or through the SaaS Software by Customer or by a third party on behalf of or for the benefit of Customer, including Customer’s customers, prospective customers and Users of the SaaS Software.
- 1.4. “Documentation” means Company’s then-current generally available documentation, specifications, and user manuals for the Software located in Company’s Help Portal, as well as any documentation included in or attached to any Order or Software related documents provided by Company to Customer.
- 1.5. “On-Premise Software” means the ENSUR on-premise software provided to Customer in object code form and listed on an Order.
- 1.6. “Order” means a written description of Software and or Professional Services, and the applicable pricing as mutually agreed to by the parties in an order form, quote, schedule, statement of work or similar document.

1.7. "Professional Services" means services provided by Company's staff pursuant to a mutually agreed Order.

1.8. "SaaS Software" means the ENSUR hosted software-as-a-service offerings listed on an Order.

1.9. "Software" means the ENSUR On-Premise Software and or the SaaS Software identified in an Order.

1.10 "User" means an individual employee, consultant, contractor, or agent of Customer who has been authorized by Customer to use the Software, as an Approver, Editor or Viewer (or other defined User category), on behalf of Customer and/or its Affiliates.

2. ACCESS AND USE OF THE SOFTWARE.

2.1. Company's Provision of the Software. Company will make its Software available to Customer pursuant to the terms of the Agreement and the Documentation.

2.1.1. If Customer's Order includes On-Premise Software, Company grants Customer a limited term, non-exclusive, non-sublicensable and non-transferable (except as otherwise provided herein) license to install the On-Premise Software and use it only for Customer's internal business use up to the maximum number of concurrent Users (approvers and editors) stated on Customer's Order.

2.1.2. Customer may use the Software only during the Term as defined in the Order. If Customer exceeds the Term on Customer's Order (beyond any renewals), Customer will automatically be locked out of its account until Customer signs a renewal Order, then Company's support team will help to restore Customer's account. Customer's Affiliates, contractors or service providers may use the Software as Users under Customer's account, provided that Customer will take full responsibility for such third parties' compliance with this Agreement.

2.1.3. Customer acknowledges that its use of the On-Premises Software requires third-party hardware, software, internet and/or telecommunications access (which may involve extra charges from those third parties), and that Customer's ability to access and use the On-Premise Software may be affected by Customer's choices and the performance of these products and services.

2.1.4. If Customer's Order includes SaaS Software, Company will make its proprietary SaaS Software available to Customer pursuant to the terms of the Agreement and the Documentation. Company will use commercially reasonable efforts to make the SaaS Software available 24x7.

2.1.5. Company grants Customer a limited right to access and use the Software and Documentation only for Customer's internal business purposes and only up to the maximum number of concurrent approvers and editors Users stated on Customer's Order. Customer's Affiliates, contractors or service providers may use the Software or Documentation as Users under Customer's account, provided that Customer takes full responsibility for such third parties' compliance with this Agreement.

2.1.6. Customer agrees to use commercially reasonable efforts to upgrade to Company's most current version/release of the Software promptly after the latest release is made available.

2.2. Changes to Software. Company reserves the right to enhance, upgrade, improve, modify or discontinue features of its Software as Company deems appropriate and in its discretion. Company will not materially reduce the core functionality or discontinue any Software unless Company provides Customer with prior written notice. Company may offer additional optional functionality, or premium feature improvements, for both its standard On-Premise and SaaS Software for an additional cost.

2.3. Login Information. Customer is entirely responsible for maintaining the security of Customer's Users' login information.

2.4. Limitations on Customer's Use. By using Company's Software, Customer agrees on behalf of itself, its Affiliates and Users, not to (i) use Company's Software in a way that abuses or disrupts Company's networks, user accounts, or the Software; (ii) transmit through the Software any harassing, indecent, obscene, or unlawful material; (iii) use the Software in violation of applicable laws, or regulations; (iv) use the Software to send unauthorized advertising, or spam; (v) decompile, modify, prepare derivative works of, or reverse engineer the Software (vi)) market, sublicense or resell the use of the Software to any third party; (vii) harvest, collect, or gather User data without their consent; (viii) transmit through the Software any material that may infringe the intellectual property, privacy, or other rights of third parties; or (ix) use the Software to commit fraud or impersonate any person or entity.

2.5. Responsibility for Users. Customer is responsible for the activities of all Users who access or use the Software through Customer's account, and Customer agrees to ensure that any such Users will comply with the terms of this Agreement. If Customer becomes aware of any violation of this Agreement in connection with use of the Software by any person, please contact Company.

2.6. Support and Maintenance. Company will, at no additional charge, provide customer support and maintenance for the Software as detailed in Exhibit A hereto.

3. ORDERS, FEES AND PAYMENT.

3.1. Orders. Customer may order licenses for Software (or additional User licenses) or Professional Services using the then-current ordering processes. All Orders are effective on the date on the signature block of the Order ("Effective Date"). Company's acceptance of Customer's Order may be subject to verification and credit approval process. Each Order will be treated as a separate and independent Order.

3.2. Payments. Unless otherwise specified in the Order or invoice, Customer will pay all undisputed fees set forth in an invoice within 30 days of the date thereof. Company may update the fees for the Software annually. Except as set forth in Sections 4.3 and 9.1 below, any payments Customer makes to Company are final and non-refundable.

- 3.3. Purchase Orders. If Customer's payment process requires that it issue a purchase order, the following process will apply: (i) not less than 60 days prior to the end of each year of the Term, Company will send an Order to document pricing for the upcoming 12 month period; and (ii) Customer will return the countersigned Order and its purchase order not more than 30 days after receipt of the Order from Company, except in the event of a non-renewal.
- 3.4. Payment Information. Customer is responsible for providing accurate and current billing, contact and payment information to Company. Customer agrees that Company may charge Customer's payment card or bill Customer for all amounts due from Customer, and Company may take steps to update Customer's payment information to ensure payment can be processed. Customer agrees that Customer's payment information may be provided to third parties for payment processing and fraud prevention purposes. Company may suspend or terminate Customer's use of the Software if at any time Company determines that Customer's payment information is inaccurate or not current, and Customer is responsible for fees and overdraft charges that Company may incur when Company charges Customer's card for payment. All references to currency will be in US dollars (\$USD) unless otherwise stated on the Order.
- 3.5. Taxes and Withholdings. Customer is responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, or any other similar taxes or fees (collectively, "Taxes and Fees") imposed by any government entity or collecting agency arising out of Customer's purchase of the Services, except those taxes and fees based on Company's net income, or Taxes and Fees for which Customer has provided an exemption certificate. The fees stated on an Order exclude any Taxes and Fees. The total amount payable by Customer will be increased so that after any deduction for any applicable Taxes and Fees withholding is made Company is paid an amount equal to the sum it would have received had no such Taxes and Fees withholding been made. In all cases, Customer will pay the amounts due under this Agreement to Company in full without any right of set-off or deduction.
- 3.6. Disputes; Delinquent Accounts. Customer must notify Company of any fee dispute within 15 days of the invoice date, and once resolved, Customer agrees to pay those fees within 15 days. Company may, on 10 days' notice to Customer, suspend Customer's right to use the Software if Customer does not pay undisputed fees by their due date, and Customer agrees to reimburse Company for all reasonable costs and expenses, including collection costs and attorneys' fees, incurred in collecting delinquent amounts. Customer further agrees that Company may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.
- 3.7. Sales, Promotional Offers, Coupons and Pricing. Sales, promotions, and other special discounted pricing offers are temporary, and upon the renewal of Customer's subscription, any such discounted pricing offers may expire. Company reserves the right to discontinue or modify any coupons, credits, sales, and special promotional offers in its sole discretion.

4. TERM AND TERMINATION.

- 4.1. Term. The initial term commitment for Customer's purchase of licenses to the Software will begin on the date Customer signs the initial Order (the "Initial Term"). If the Order is silent, the Initial Term will be 24 months. After the Initial Term, an Order will automatically renew for additional 12-month periods or longer term if agreed by the parties in the Order (each a "Renewal Term"), unless either party provides notice of non-renewal at least 30 days before the current term expires. Company may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order. Terminating specific Orders does not affect the term of any Order still in effect, and the terms of this Agreement will continue to apply to any Order that is still in effect.
- 4.2. Termination for Cause. Either party may terminate the Agreement or an Order (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business.
- 4.3. Effect of Termination. If the Agreement or any Order is terminated, Customer will immediately discontinue all use of the terminated Software, and delete, destroy or return all copies of the On-Premise Software and Documentation in Customer's possession and certify in writing to Company that such On-Premise Software and Documentation has been deleted or destroyed. (a) For SaaS Software, prior to the expiration or termination of this Agreement or Order, if Customer requests, Company will transmit Customer Content in the SaaS Software in a mutually agreeable format to Customer via a Professional Services engagement, and upon termination or expiration, Company will securely destroy Customer Content. (b) For On-Premise Software, prior to the expiration or termination of this Agreement or Order, if Customer requests, Company will assist Customer with the transmission of Customer Content in the On-Premise Software in a mutually agreeable format via a Professional Services engagement. Termination will not affect any claim arising prior to the termination date. If Company discontinues the SaaS Software or materially reduces the core functionality in accordance with Section 2.2 above, and Customer elects to terminate the applicable Order, Company will provide Customer with a pro rata refund of any prepaid fees attributable to the period after the termination.
- 4.4. Survival. The terms of this Agreement will survive the termination or expiration of this Agreement to the extent reasonably necessary to carry out the intent of the parties as indicated therein.

5. PROPRIETARY RIGHTS.

- 5.1. Company's Proprietary Rights and Marks. Customer acknowledges that Company or its licensors retain all proprietary right, title and interest in the Software, all Documentation, Company's name, logo or other marks (together, the "Marks"), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. Except for the express limited rights set forth in this Agreement, no right, title or interest in Company Software, Documentation, or Marks is granted to Customer. Customer agrees that it will not use or register any

trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part Company's Marks or is similar to any of these.

5.2. Customer Content. Customer retains all rights to its Customer Content and is solely responsible for the Customer Content sent or transmitted by Customer or displayed or uploaded by Customer in using the Software and for compliance with all laws pertaining to the Customer Content, including, but not limited to, laws requiring Customer to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. Customer hereby grants Company a worldwide, royalty-free, non-exclusive license to use, modify, reproduce, and distribute Customer Content in order to provide and operate the SaaS Software. Company will not view, access or process any of Customer Content, except: (x) as authorized or instructed by Customer or Customer's Users in this Agreement (including as necessary to provide ongoing support for the Software) or in any other agreement between the parties, or (y) as required to comply with Company policies, applicable law, or governmental request.

5.3. Feedback. Customer agrees that Company will have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Software or otherwise use any suggestions, enhancement requests, recommendations or other feedback Company receives from Customer, its Affiliates and Users ("Feedback"). Company also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by Customer's Feedback.

5.4. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Company may collect and compile data and information related to Customer's use of the SaaS Software to be used by Company in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Software ("Aggregated Statistics"). As between Company and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer or Customer Content.

5.5. Publicity. Customer agrees that Company may use Customer's name and logo, and refer to Customer, in its promotional and marketing materials including on its website, lists and business presentations.

6. PRIVACY AND SECURITY.

6.1. Security Safeguards. Each party will maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Customer Content and any associated personal data that is collected and/or processed through the Software. On Company's part,

those safeguards will include measures designed to prevent unauthorized access, use, modification, deletion and disclosure of Customer Content when using the SaaS Software. Customer (not Company) bears sole responsibility for adequate security, protection and backup of Customer Content when in Customer's or its representatives' or agents' possession or control.

6.2. Sub-processors. Customer acknowledges and agrees that Company may use sub-processors to help provide the SaaS Services, who may access Customer Content and any associated personal data, to provide, secure and improve the SaaS Software. Before sharing Customer Content with any of its sub-processors, Company will require that the sub-processor maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of Customer Content and preventing unauthorized access. Company will be responsible for the acts and omissions of such sub-processors to the same extent that Company would be responsible if Company were performing the SaaS Software.

6.3. State Privacy Laws. To the extent that Customer Content contains "personal information" that is subject to the California Consumer Privacy Act of 2018, its implementing regulations, and any amendments thereto (collectively, the "CCPA"), or any other substantially similar state privacy laws, Company agrees that it will comply with all such laws and process such personal information as a service provider (as defined under the CCPA) and will not (a) retain, use or disclose personal information for any purpose other than the purposes set out in this Agreement and/or as permitted by the CCPA; or (b) "sell" (as defined and understood within the requirements of the CCPA) personal information.

7. CONFIDENTIALITY.

7.1. "Confidential Information" means all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Customer Content will be deemed Confidential Information of Customer without any marking or further designation. All Company technology and the terms and conditions of this Agreement will be deemed Confidential Information of Company without any marking or further designation. Confidential Information does not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

7.2. Each party (as "Receiving Party") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "Disclosing Party") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and

contractors and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party will, to the extent legally permitted, provide Disclosing Party with advance written notification, and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

8. WARRANTIES.

8.1. Company provides its Software using a commercially reasonable level of care and warrant that the Software will materially conform to the documentation under normal use. COMPANY DOES NOT REPRESENT OR WARRANT THAT (i) THE USE OF THE SOFTWARE WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (ii) COMPANY SOFTWARE WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS. COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT COMPANY'S SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SOFTWARE, OR TO TERMINATE USE OF THE NON-CONFORMING SOFTWARE AND PROVIDE A PRO-RATED REFUND OF ANY PREPAID FEES FROM THE DATE CUSTOMER NOTIFIES COMPANY OF THE NON-CONFORMANCE THROUGH THE END OF THE REMAINING CURRENT TERM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

9. INDEMNIFICATION.

9.1. Company's Indemnity. Company will indemnify and defend Customer against any third-party claim alleging that any of the Software infringes upon any patent or copyright, or violates a trade secret of any such third-party ("IP Claim"), and Company agrees to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. This Section 9.1 describes Company's sole obligations in the event of an IP Claim, and Customer's sole remedies. Customer will promptly notify Company of any claim and cooperate with Company in defending the claim. Company will reimburse Customer for reasonable expenses incurred in providing any cooperation or assistance. Company will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring Customer to admit liability requires

prior written consent, not to be unreasonably withheld or delayed, and (ii) Customer may join in the defense with its own counsel at its own expense.

9.1.1. If (i) Company becomes aware of an actual or potential IP Claim, or (ii) Customer provides Company with notice of an actual or potential IP Claim, Company may (or in the case of an injunction against Customer, will), at Company's sole option and determination: (a) procure for Customer the right to continue to use the Software; or (b) replace or modify the Software with equivalent or better functionality so that Customer's use is no longer infringing; or (c) if (a) or (b) are not commercially reasonable, terminate provision of the Software and refund to Customer any pre-paid Service fees for any periods after the termination of the Software, less any outstanding moneys owed by Customer to Company.

9.1.2. The obligations in Sections 9.1 do not extend to (i) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Software with other products, software or services not provided by Company; (ii) any IP Claim related to any Customer Content, or (iii) any IP Claim related to any use or exercise of any other right in respect to the Software outside the scope of the rights granted in this Agreement.

9.2. Customer's Indemnity. Customer will indemnify and defend Company against any third-party claim resulting from a breach of Sections 2.4 or 5.2 or alleging that any Customer Content infringes upon any patent or copyright, or violates a trade secret of any party, and Customer agrees to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. Company will promptly notify Customer of any claim and cooperate with Customer in defending the claim. Customer will reimburse Company for reasonable expenses incurred in providing any cooperation or assistance. Customer will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring Company to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) Company may join in the defense with its own counsel at its own expense.

10. LIMITATION ON LIABILITY.

10.1. LIMITATION ON LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY PUNITIVE, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY DAMAGES OR DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, OR (iv) CUSTOMER'S LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

10.2. LIMITATION ON AMOUNT OF LIABILITY. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 9, OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SOFTWARE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY. THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER ANY ORDER.

11. COMPLIANCE WITH LAWS. In connection with the performance, access and use of the Software under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, data protection and anti-bribery laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer will not permit its Users to access or use any Service in a U.S. embargoed country or in violation of any U.S. export law or regulation. If necessary and in accordance with applicable law, Company will cooperate with local, state, federal and international government authorities with respect to the Software. Notwithstanding any other provision in these Terms, Company may immediately terminate the Agreement for noncompliance with applicable laws.

12. SUSPENSION OF ACCESS TO SOFTWARE. Company reserves the right to suspend Customer's access to the Software or restrict functionalities if (a) Company reasonably believes that Customer, its Affiliates or Users have materially violated this Agreement, or (b) Company reasonably determines that the security of its SaaS Software or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities. Unless legally prohibited, Company will use commercially reasonable efforts to notify Customer when taking any of the foregoing actions. Company will not be liable to Customer, its Affiliates or Users or any other third party for any such suspension of access to the Software or reduced functionality. Any suspected fraudulent, abusive, or illegal activity by Customer, its Affiliates or Users may be referred to law enforcement authorities at Company's sole discretion.

13. ADDITIONAL TERMS.

13.1. Inspections and Audits. Customer or Customer's authorized representative may, at reasonable times during the term of the Agreement and upon a minimum of 60 days advance notice, inspect and audit Company's quality program ("Quality Program") of the SaaS Software for the sole purpose of evaluating Company's compliance with the Standard Operating Procedures (SOPs) and Customer-specific artifacts in the Quality Program. At the request of Customer, any governmental agency which regulates Customer, may, at reasonable times during the term of the Agreement and upon as much advance notice as possible, inspect and audit the applicable records of the Company which are solely related to Customer for the sole purpose of evaluating the Software's role in supporting Customer's regulated operations. Company will retain applicable books and records for one year subsequent to the expiration or termination of this Agreement, or such later date as may be required by applicable law. For inspections and audits, Company will provide a qualified quality or validation resource for

regulatory support. The support will include responding to audit findings and providing documentation reasonably requested by regulatory agencies.

13.2. Third Party Services. The Software may provide the capability for Customer to link to or integrate with third party sites or applications separately accessed by Customer and not purchased from Company. Company is not responsible for and do not endorse such services. Customer has sole discretion whether to purchase or connect to any third-party services and Customer's use is governed solely by the terms for those services. Any third-party services Company has sold Customer are subject to this Agreement, including any additional terms specific to those services. Unless otherwise specified, Company and its contractors, suppliers, and licensors disclaim all warranties, express or implied, and all liability for any third-party services Company has sold to Customer.

13.3. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it will provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within 30 days after such notice, knowledgeable executives of the parties will hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section will not apply to claims subject to indemnification under Section 9 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

13.4. Arbitration. If the parties do not reach an agreed upon solution within a period of 30 days from the time of the commencement of the informal dispute resolution process described above, then either party may initiate binding arbitration by a single arbitrator before the American Arbitration Association using its Commercial Arbitration Rules as the sole means to resolve claims subject to the terms set forth below. CUSTOMER AGREES THAT ANY DISPUTE OR CLAIM RELATING TO THIS AGREEMENT WILL BE RESOLVED BY BINDING ARIBTRATION RATHER THAN IN COURT AND THAT CUSTOMER WILL ARBITRATE WITH COMPANY ONLY IN ITS INDIVIDUAL OR CORPORATE CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS. Any arbitration claim must be brought within one year of the claim arising. The arbitrator will have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator will be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award will be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Customer understands and agrees that unless Customer can demonstrate that arbitration in Delaware would create an undue burden for Customer, any arbitration hearing will be held in Delaware. Customer understands and agrees that by entering into this Agreement, each party is waiving the right to a jury trial or a trial before a judge in a public court. Other rights that Customer would have if Customer went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived. Notwithstanding the parties' decision

to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights (meaning patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights) or Confidential Information. Furthermore, Customer has the right to opt out and not be bound by these arbitration provisions by sending written notice of Customer's decision to opt out to the following address Legal@Cordance.co within 30 days of the Effective Date of this Agreement.

- 13.5. Governing Law and Jurisdiction. These Terms will be governed by the laws of the State of Delaware. For any dispute not subject to arbitration, each party agrees to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Delaware.
- 13.6. Assignment. Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which will not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- 13.7. Notices. Notices must be sent by personal delivery, overnight courier, or registered or certified mail. Company may also provide notice to the email last designated on Customer's account, electronically via postings on its website, in-product notices, or via its self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to Company at 16 W. Martin Street, Raleigh, NC 27601, attention Contract Admin; e-mail support@docxellent.com; and for notice related to legal matters, e-mail to legal@cordance.co. Company will send notices to the address last designated on Customer's account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.
- 13.8. Entire Agreement; Order of Precedence. This Agreement, including the Order(s) and any applicable schedules, exhibits, and appendices, and any mutually signed SOW set forth the entire agreement between Customer and Company relating to the Software and Professional Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, this Agreement, and the Documentation, in each case, as applicable, the conflict will be resolved in that order, but only for the specific Software described in the applicable Order. No modification of or amendment to this Agreement will be effective unless mutually agreed in writing.
- 13.9. General Terms. If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third-party beneficiary or have the right to modify the Agreement or to make

commitments binding on Company. Failure to enforce any right under the Agreement will not waive that right. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

EXHIBIT A

to the Terms of Service

SUPPORT AND MAINTENANCE SERVICES

1. Service Level Agreement (SLA)

1.1. Overview

This Service Level Agreement ("SLA") describes the commitments by Company to Customer for providing services as they relate to the application and hosting infrastructure, collectively referred to as the On-Premise Software or the SaaS Software.

This SLA specifies the services, service levels, conditions and responsibilities required to establish and maintain the operational state of the Software for Customer. Company reserves the right to change the terms of this SLA as it deems necessary to provide the highest appropriate level of product operational excellence and customer satisfaction.

The SLA applies to both the On-Premise Software and SaaS Software except where otherwise specified. Sections of this SLA that pertain only to the SaaS Software are designated by "SaaS Software Only" and do not pertain to the On-Premise Software, and therefore, are the responsibility of Customer's IT department or equivalent.

Any support/technical services not expressly provided to Customer under the terms of this Exhibit may be available to Customer for a separate charge, pursuant to a separate Order mutually agreed by the parties.

1.2. Definitions & Abbreviations

Term/Abbreviation	Definition
A/I	Anti-Intrusion software, typically installed on the server.
A/V	Anti-virus software, typically installed on the server.
AWS	Amazon Web Services – an industry leading cloud platform hosting provider.
Backup	Copying data and files to protect against loss of integrity or availability of the original.
Change Request (CR)	Request from Customer or datacenter for changes to documents, application, environments or security

Customer	As defined in the MSA.
Emergency Maintenance	Maintenance that Company determines, in its sole discretion, must be performed immediately to respond to an emergency situation.
On-Premise Software	As defined in the MSA.
SaaS Software	As defined in the MSA.
Incident	A problem report or support request pertaining to the provisions of this SLA.
Maintenance	The execution of activities required to keep the On-Premise Software functioning at the highest appropriate level of operational readiness.
Monitoring	Continuous manual or automated observation of the On-Premise Software operational readiness.
N/A	Not Applicable
OS	Operating System, typically referring to one that is installed on a hosted server.
Outage	The On-Premise Software is unexpectedly offline or otherwise not available for normal business usage.
Planned Maintenance	A planned period of time in which preventive maintenance is performed such as application or OS updates (Customer may experience a limitation of services during this timeframe).
Recovery	The restoring of data and files back to an original state after a “disaster” event occurrence or Customer request.
Response Time	Measure of time to start the diagnosis.
SLA	Service Level Agreement – this Exhibit.

1.3. Duties & Responsibilities – SaaS Software Only

1.3.1. Scope & Segregation of Services

Company provides technical services pertaining to the application layer of the SaaS Software. These services include, but are not limited to, the application installation, updates, backup, disaster recovery, and Cloud hosting services for the SaaS Software. The services also include platform setup, qualification, performance monitoring, anti-virus, anti-intrusion, anti-malware, data protection, security and incident response services.

Successful implementation of the SaaS Software requires Customer to identify an ENSUR System Administrator and designated backup administrators. These individuals will be trained by Company on SaaS Software system configuration and related administration consoles as part of the Implementation Package purchased by Customer. It is the responsibility of Customer’s System Administrator to maintain all SaaS Software configuration settings as they relate to Customer business process need.

The following section identifies the Roles and Responsibilities for Company and Customer.

1.3.2. Roles & Responsibilities

Service	Company	Customer
Establishment, availability, management, and support of the IT infrastructure	X	
Availability of hosting platform products and services	X	
Change Management of the infrastructure and platform products	X	
Support and Maintenance of the infrastructure and platform	X	
Platform provisioning and configuration	X	

Access control to platform/servers	X	
Platform qualification	X	
Support and Maintenance of the platform configuration	X	
Platform Backup and Disaster Recovery	X	
Maintenance of server and Database Management Systems (e.g., MS SQL Server) updates and patches	X	
Installation and configuration of security services	X	
Vulnerability scanning and testing	X	
A/V, A/I A/M installation and maintenance	X	
Server log inspections	X	
Performance and Health Monitoring Services	X	
SSL Certificate Administration	X	
Software installation and validation	X	
Change management of the platform configuration and hosted software environment	X	
Customer VPN access to server (if required)	X	X
Microsoft Active Directory Administration (optional)		X
DNS URL Administration	X	X
ENSUR user account creation and permissions settings		X
ENSUR Administrative configuration / maintenance		X
Change management of software system settings		X
Business Continuity Planning		X
Technical Support	X	
ENSUR System Administrator Support	X	
End User Support		X
Audit Support	X	X

1.4. Support for all Software (unless otherwise specified)

1.4.1. Scope

Company accepts requests for support 24x7x365. Company's support staff will respond to all requests for support per the availability and response times of this SLA. This is inclusive of, but not limited to, system outages or responsiveness issues, application functionality issues, problem reports, application usage questions, administrative configuration assistance, training requests and software or services improvement suggestions.

1.4.2. Provisions for Obtaining Support

Company will provide support to Customer subject to the following conditions:

- a. Company will make telephone and online support available to two designated representatives of Customer. It is expected that these representatives are fully trained in the use of the Software so that they are able to triage end user inquiries to determine if the issues are reproducible, respond to any internal workflow questions, and provide thoroughly vetted inquiries to Company support.

- b. Company will make available to Customer feature and maintenance enhancements as Company may release from time to time, including software optimization, bug fixes, minor changes in architecture and documentation at no additional cost, and only for the most recent version of the Software made available by Company for general release. Customer will use its reasonable best efforts to implement all such releases in production promptly after Company makes Customer aware that the enhancements are available, and in any event no less often than once in each 12 months. Customer's failure to implement enhancements in a timely manner may result in additional charges.
- c. Company's Customer Help Portal is available 24/7.
- d. Support provided under the terms of this Exhibit may be withheld, at the sole and absolute discretion of Company, if On-Premise Software has been modified or, in any manner, altered without the express written permission of Company in each instance.

1.4.3. Support Incident Handling

Customer can report any Incidents to the Company's Support team by email, chat or phone. Response Time metrics are stated in the table in the Priorities Section below. Company's Support team will notify Customer of any inquiry received that is not within Company's standard support obligations and requires a separate Order for Professional Services before working on the request.

1.4.4. Priorities

Priority	Description	Response Times / RTO
1	Production outage – System Unavailable*	Commercially reasonable efforts for ≤ 1 hour System Recovery Time
2	Operational readiness issues with production causing degraded persistent availability and/or connectivity and prohibiting critical business functions.	≤ 4 hours Response
3	Operational Issues with production inhibiting non-critical business functions.	≤ 8 hours Response
4	Usage questions or user training issues/requests	≤ 8 hours Response
5	Other non-critical support request	≤ 24 hours Response

* System Unavailable is defined as either #1) the web application is non-operational, and all Users are not able to access the system or #2) normal system functions have become non-operational at a system level, causing significant and sustained disruption to critical business needs. Examples include Customer web server is offline or inaccessible or database server is inaccessible to the web server and, as a result, Users cannot log into the system or critical normal functions such as opening SOPs are not working or resulting in abnormal system errors preventing access to content.

This definition of System Unavailability for Priority 1 issues *excludes* all Priority 2-5 issues and any internal Customer IT networking problems preventing access to Cloud web applications. Examples of *excluded* Priority 2 issues include (and are not limited to): operational issues for which there is a temporary workaround; individual user authentication issues (i.e., bad or expired user passwords); individual user configuration issues such as a lack system rights to perform a needed function that may be resolved by the System Administrator; and usages issues due to system misconfiguration by the System Administrator requiring Company support consultation to determine proper configuration. In addition, for On-Premise Software , Priority 1 Response Time metrics do not apply when the System Unavailability is due to Customer’s infrastructure, and Company reserves the right to charge for help Customer may request from Company.

1.4.5. Availability

Service Window	Delivery Hours	Priorities Serviced
Office Hours	Monday-Thursday: 8:00 AM – 5:30 PM Eastern Time* Friday: 8:00 AM – 3:00 PM Eastern Time* Saturday-Sunday: Closed All Office Hours services are provided by Company Staff *Excludes certain US Holidays	1, 2, 3, 4, 5
Extended Hours	Monday-Thursday: 5:30 PM – 9:00 PM Eastern Time Friday: 3:00 PM – 9:00 PM Eastern Time Saturday-Sunday: 9:00 AM – 9:00 PM Eastern Time US Holidays: 9:00 AM – 9:00 PM Eastern Time All Extended Hours services are provided by Company Staff.	1, 2, 3
After Hours (Emergency Support)	Monday-Friday: 9:00 PM – 8:00 AM Eastern Time Saturday-Sunday: 9:00 PM – 9:00 AM Eastern Time US Holidays: 9:00 PM – 9:00 AM Eastern Time During After Hours support, phone calls are triaged by Company’s automated system. Priority 1 issues are escalated to Company staff for immediate response. Priority 2-5 issues are responded to by Company staff during the next Office Hours or Extended Hours time window	1

1.4.6. Service Methods

Service Window	Service Request Method	Priorities Serviced
Office Hours	Email - support@docxellent.com	1, 2, 3, 4, 5

	Phone – 860-887-2900: ASAP reply for priority 1 issue Timely reply for priority 2, 3, 4 issues	
Extended Hours	Email – support@docxellent.com: Phone – 860-887-2900: ASAP responses for priority 1 issue Timely reply for priority 2, 3, 4 issues	1,2,3,4
After Hours (Emergency Support)	Phone – 860-887-2900: Answering System with automated triage or Priority 1 issues. ASAP action to restore system access and callback or email response	1

1.5. Change Management

1.5.1. Software Change Management

All Software application change requests will be submitted via email and will be handled under the Company's Software Change Management Procedure and a Product Change Request (PCR) will be created by Company Support. All PCRs are reviewed by the Change Control Board (CCB) for approval and release version assignment. The PCR may be approved, or not, in the sole discretion of the CCB and, if approved, will be released in the future, at a time in Company's sole discretion.

1.5.2. Platform Change Management –SaaS Software Only

Changes to the hosting environment are typical and may be initiated by Customer or Company to optimize performance, User experience, or for other business purposes; however, all changes to the Software, virtual server(s) or environment of the Customer's SaaS Software will follow a strictly controlled and fully documented change management process defined in Company's Environment Change Management standard procedures.

1.6. Maintenance

1.6.1. Overview – SaaS Software only

There are two classifications of system maintenance: Planned Maintenance and Emergency Maintenance. Planned Maintenance includes Application Installation, Application Updates and Platform updates as described in the sections below. Emergency Maintenance would only occur as a reactionary measure to a significant negative event or threat of an impending negative event.

1.6.2. Application Installation - SaaS Software only

Company will perform the following activities to establish each SaaS Software application instance:

interact with the Cloud hosting provider Company selects to provide the appropriate hardware, networking and related IT services (such as Amazon Web Services) to establish the needed cloud server(s) and supporting infrastructure

Procure, install, renew, and administer certificate for HTTPS communications

Procure a DNS URL for site access and provide DNS configuration assistance

Install Anti-Virus/Intrusion software on all cloud servers

Establish Data Volume encryption

Install the SaaS Software application (execute IQ as needed for validated Customers)

Configure backup snapshot schedule per this SLA

Establish monitoring alarms per this SLA

1.6.3. Software Application Updates

Company will provide resources to fully manage the deployment of all new Software application updates. As new versions of the Software application are released, Company will perform the following activities:

Send Customer a Release Notice email announcing the new version and providing release notes that detail changes and enhancements.

SaaS Software only - Initiate an application update process with Customer per the change management requirements of this SLA.

Schedule environment update dates and times with Customer.

Send update reminders to Customer on the day of the installation of updates.

SaaS Software only - Install application update and verify proper operational readiness.

For On-Premise Software – using web meeting with Customer or remote access, install application update and verify proper operational readiness.

For validated Customers, provide any needed OQ and/or PQ documents.

Notify Customer that the update has been completed.

1.6.4. Platform Updates – SaaS Software only

Company will provide resources to manage the deployment of all supporting software on the SaaS Software servers. This will include updates/patches to the OS (performed on a monthly basis), SQL Server Database, Anti-Virus/Intrusion tools and the MS Office suite. When it has been determined that updates need to be applied, Company will perform the following activities:

Notify Customer of the scheduled update window

and update reminders to Customer on the day of the deployment of updates.

Apply pending updates and verify successful completion

Verify proper SaaS Software application operational readiness

Platform updates are performed monthly as needed for each platform software package per the recommendations of the vendor of the supporting software. Platform updates are typically deployed in either the early morning or late day hours (Eastern Time) on Sundays to minimize potential disruptions to Users of the system.

1.6.5. Emergency Maintenance – SaaS Software only

Company reserves the right to perform Emergency Maintenance to a SaaS Software server if it has been determined, in Company's sole discretion, that either 1) an adverse event has resulted or will imminently result in significantly degraded performance or complete application outage or 2) a security threat poses an immediate risk to the hosted environment and requires urgent mitigation. Emergency Maintenance services may include a disaster recovery process as defined by this SLA. While Emergency Maintenance is rare, Company will notify Customer of the emergency event and the corrective actions being taken. However, Customer response is not required before corrective actions are implemented to resolve the emergency situation.

EXHIBIT B

to Terms of Service

PROFESSIONAL SERVICES

If Customer requests and Customer (i) has a current Support Agreement with Company and (ii) is not in default on any payment obligations to Company, Company will provide Professional Services pursuant to an executed Order governed by the terms of this Exhibit and, if applicable, a Statement of Work (SOW) governed by the terms of this Agreement). Professional Services requested by Customer outside of the normal business hours of the Professional Services team (9:00 am – 5:00 pm Eastern time Monday through Friday excluding local holidays) or any services not scheduled in advance may be subject to additional charges. The rates for professional services are based on Company's then-standard time and materials rates.

The following are examples of Professional Services that may be requested by Customer. This list is not exhaustive but provided as examples of work for which Company charges an hourly or fixed-price fee:

§ Training beyond initial allotment of training hours provided during Implementation phase. Training requests may include:

§ New Editor/Admin training (where the former Admin has been removed from Software responsibilities or separated from Customer)

§ Refresher Training

§ Training on features not initially utilized during implementation as they were tabled for latter roll-out(s)

§ Training on new versions of Software (Note: documentation and training videos are provided as part of standard support and posted to the Customer Portal)

§ Workflow (e.g., my goal is X, how do I use the software to accomplish this goal?)

§ Consulting (e.g., I need a field/form/report that does Y, how should I set it up?)

§ Design and Setup of customer Forms, Overlays, Reports.

§ Error reconciliation (e.g., I did A which causes result B and now need to fix it)

§ Infrastructure growth, workload balancing, etc.

§ Custom Reports, SQL Queries, Custom Logic (such as Stored Procedures/Triggers.)

§ Assistance with Auditor requests/questions posed to Customer by Auditors

§ Server migrations where ENSUR Software installation is to be moved to a different physical or virtual server by request of the Customer

§ Legacy data migrations

§ Validation Services (i.e., consulting on customer Requirements and associated UAT scripts, writing customer UAT scripts, executing customer UAT scripts)

§ Integration with other internal systems such as ERP, SAP, or LMS

§ Environment duplication; Database copying to replicate one instance to another (e.g., copy Production to TEST to have configured templates, content types, and document samples available in TEST)

§ If an adverse event necessitating recovery was a major functional “mistake” made by Customer within the Software that has caused the controlled data to no longer meet business needs (i.e., an unintended global cascade of folder permissions changes by an administrator), and Customer requires that Company perform an incremental database rollback.