



SUBSCRIPTION TERMS OF SERVICE

URGENT AND IMPORTANT: PLEASE READ THESE TERMS OF SERVICE ("TERMS OF SERVICE") CAREFULLY BEFORE USING THE CLOUDOCR SUBSCRIPTION SERVICES. BY USING THE CLOUDOCR SUBSCRIPTION SERVICES, YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY THESE TERMS OF SERVICE.

1. **Subscription Services.**

a. **Subscription Services.** Subject to the terms and conditions of these Terms of Service, Cloud OCR (a Brittalex Company) and its subsidiaries and affiliates grants you the nontransferable right to access and use the software subscription services as described in one or more valid agreements and/or order documents (the "Agreement") identifying the specific subscription services and the limitations on use (such as volume limitations or a specific type of function, transaction or other use limitation) (the "Subscription Services"), such Agreement which sets forth the service fees and other terms and conditions applicable for the Subscription Services .

(b) **Subscription Services Platform.** Cloud OCR will provide the Subscription Services through Cloud OCR's computer software and datacenter facilities (the "Subscription Services Platform"), which Cloud OCR will manage and maintain. The Subscription Services Platform may be operated by Cloud OCR or by one or more third parties under agreements with Cloud OCR.

(c) **Subscription Services Support.** Cloud OCR will provide you support for the Subscription Services, and you consent to Cloud OCR's application of all upgrades, enhancements and new releases to the Subscription Services Platform. You will be solely responsible to notify Cloud OCR immediately of any support issues via email at the SUPPORT@CLOUDOCR.COM, and, at your expense, to train your users on use of the Subscription Services, be familiar with and leverage the use of Cloud OCR online support, designate a key contact for Subscription Service support communications, and provide Cloud OCR timely return of requested troubleshooting data in order to perform root cause analysis for support issues being experienced with the Subscription Services.

(d) **Client Component Software.** If the Subscription Services includes a software client component installed in your desktop or server environment, you are hereby granted a non-exclusive and non-transferable license to use such software for the Subscription Services. Any portion of such software that constitutes third party software, including software provided under a public license, is licensed to Customer subject to the terms and conditions of the software license agreements set forth in the Exhibit A of this agreement.

(e) **Customer Responsibilities.** You are responsible, at your expense, for providing the desktop and application environment necessary for the implementation and execution of the Subscription Services, providing maintenance, service, security and administration for such application environment, providing network connectivity between your local environment and the Subscription Services Platform, and paying all third-party access fees incurred by you to access and use the



Subscription Services. You also will provide Cloud OCR with access to your desktop and application environment via Remote Desktop connectivity or Web meeting software and/or functional and/or information technology staff to implement and deliver of the Subscription Services.

(f) **Your Data and Information.** You are solely responsible for the accuracy and completeness of any and all data and information located on the Subscription Services Platform, and Cloud OCR makes no representation or warranty of any kind, either express or implied, regarding the quality, accuracy or validity of the data and information available from or on the Subscription Services Platform. Cloud OCR will not be liable to you or to any third party for any liabilities, damages, losses, penalties, costs or expenses suffered by you or any third party arising from any inaccuracy, incompleteness or invalidity of any such data and information or, absent Cloud OCR gross negligence or intentional act or omission, any modification, corruption, loss or breach of security with respect to any such data and information.

(g) **Rights and Obligations Upon Termination.** Upon the expiration or termination of the Subscription Services, Cloud OCR will have no further obligation to provide the Subscription Services, and you will have no further rights to use or access the Subscription Services Platform. Upon your payment to Cloud OCR of all amounts due by you to Cloud OCR under the Agreement, and upon your payment to Cloud OCR of data migration fees at Cloud OCR then current prices for such data migration services, Cloud OCR will deliver to you your objects/images including metadata then located upon the Subscription Services Platform. If you fail to pay all such amounts to Cloud OCR within ten (10) days following the expiration or termination of the Subscription Services, Cloud OCR may permanently delete such objects/images/metadata from the Subscription Services Platform with no liability or further obligation to you with respect to such objects/images/metadata.

(h) **Subscription Services Data.** Cloud OCR may collect, store, track, compile and aggregate data and information related to your access and use of the Subscription Services, which will not include any content you place on the Subscription Services Platform or your other confidential information (the "Subscription Services Data"). Cloud OCR will own and control the use of the Subscription Services Data and will not have any confidentiality obligations with respect to such Subscription Services Data.

2. Use of Subscription Services.

(a) **Use of Subscription Services.** You will not use the Subscription Services or Subscription Services Platform in any manner which (a) disrupts the normal use of the Subscription Services Platform by Cloud OCR, other users of the Subscription Services Platform, (b) impacts the privacy, integrity or security of Cloud OCR or such other users, (c) is legally actionable between private parties, or (d) violates any local, state, federal or international law or regulation. You will be solely responsible for all content and data placed upon the Subscription Services Platform by you or your authorized users of the Subscription Services and the Subscription Services Platform.

(b) **Restrictions.** You will use the Subscription Services only for your internal business purposes and your direct benefit. You will not modify, enhance or create derivative works based upon the Subscription Services or supplemental materials associated with Subscription Services, any such



modification, enhancement, copy or derivative work nor other improvement which will be Cloud OCR exclusive property and governed under these Terms of Service.

(c) **Security Measures.** Cloud OCR may require you to maintain secure passwords and Security Keys used for encryption for use of the Subscription Services. You will keep confidential and not disclose to any third parties any user identifications, passwords, account numbers or account profiles, and you will have sole responsibility for maintaining the confidentiality of and preventing the unauthorized use of any secure passwords, and for otherwise preventing any unauthorized access to the Subscription Services Platform from or through your facilities, telecommunications and internet services..

(e) **U.S. Government License Rights.** If you are a U.S. Government entity, then all Subscription Services and other services provided to you are provided under the commercial license rights and restrictions generally applicable under these Terms of Service. If a U.S. Government entity has a need for rights not conveyed under the terms of these Terms of Service, it must negotiate with Cloud OCR to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written agreement with Cloud OCR specifically conveying such rights.

3. **Fees.** The fees payable by you for Subscription Services are as provided in the Agreement, and you will pay such fees as provided in the Agreement. You will pay all taxes or levies of whatever nature arising out of or in connection with the Subscription Services and these Terms of Service, excluding taxes based on net income.

4. **Limited Warranty.**

(a) **Warranty.** Cloud OCR warrants that it has the legal right to provide the Subscription Services to you.

(b) **DISCLAIMERS.** Cloud_OCR MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SUBSCRIPTION SERVICES, EXPRESSED OR IMPLIED, EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS OF SERVICE, AND CLOUD OCR EXPRESSLY DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR SKILL AND CARE. ANY IMPLIED WARRANTIES THAT BY LAW CANNOT BE DISCLAIMED ARE LIMITED IN DURATION TO THE GREATER OF (A) NINETY (90) DAYS FROM THE DATE OF THIS AGREEMENT, OR (B) THE SHORTEST PERIOD PERMITTED BY LAW.

5. **Indemnification.** You will hold harmless, indemnify and defend Cloud OCR, its affiliates and their respective officers, directors, agents and employees (collectively, " Cloud OCR Parties ") from and against any and all claims (including any and all liabilities, damages, losses, costs and expenses and reasonable attorneys' fees arising therefrom) to the extent arising out of any action or proceeding brought by a third party against any one or more of the Cloud OCR Parties (i) alleging injury, damage or loss resulting from your use of the Subscription Services, (ii) alleging that your objects/images including metadata located upon the Subscription Services Platform infringe a copyright or patent, or misappropriate a trade secret of a third party, or (iii) related to any act or omission by you which is a breach by you of any of your obligations under these Terms of Service.



6. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL CLOUD OCR BE LIABLE TO YOU FOR ANY PUNITIVE DAMAGES OR LOST PROFITS OR OTHER ECONOMIC LOSS, LOST OR DEGRADED DATA, INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF BUSINESS, REVENUE, GOODWILL OR USE), HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, ARISING OUT OF THE USE OF (OR INABILITY TO USE) THE SUBSCRIPTION SERVICES, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING CAUSES OF ACTION ARISING OUT OF TERMINATION OF THE AGREEMENT, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, PRODUCT LIABILITY AND ANY OTHER TORTS. THE MAXIMUM AGGREGATE AMOUNT FOR WHICH CLOUD OCR MAY BE LIABLE UNDER THE AGREEMENT WILL BE LIMITED TO THE AMOUNTS ACTUALLY PAID OR PAYABLE BY YOU TO CLOUD OCR FOR THE SUBSCRIPTION SERVICES SUBJECT OF THE CLAIM FOR WHICH SUCH LIABILITY IS ASSERTED DURING THE SIX (6) MONTHS PRECEDING THE CLAIM.

7. Ownership of Intellectual Property . Cloud OCR will retain all title to and ownership of all proprietary documentation, software, techniques, tools and processes used by Cloud OCR in providing the Subscription Services, or in utilizing software utilized by Cloud OCR in providing the Subscription Services or any tools associated with such software, including, without limitation, all written materials, copyright and patent rights, and other intellectual property rights.

8. Term and Termination.

(a) **Term.** The term of these Terms of Service and the Subscription Services will commence on the date of the Agreement which will be defined herein as the date of payment for the subscription level chosen and will continue until the termination or expiration of the term (Months prepaid of the subscription level) as provided in the Agreement or these Terms of Service. Pricing and these terms and conditions are enforced on the date of payment. CLOUD OCR reserves the right to amend the terms and pricing from time to time.

(b) **Termination for Breach.** Either party may terminate these Terms of Service and the Subscription Services effective ten (10) days after written notice to the other in the event that the other breaches any material provision of these Terms of Service and has not cured such breach within such ten (10) day period, except for your breach of any payment terms, which will have a five (5) day cure period, and except for your violation of the use restrictions provided in these Terms of Service, which will permit Cloud OCR to immediately terminate these Terms of Service and the Subscription Services.

(c) **Rights and Obligations upon Termination or Expiration.** Upon termination or expiration of these Terms of Service and the Subscription Services , all Subscription Services will immediately cease; provided, however, that such termination or expiration will not excuse your obligation to pay in full fees or other amounts due by you, nor entitle you to a refund of fees paid by you.

(d) **Continuing Obligations.** The terms and conditions of these Terms of Service that by their nature and context are intended to survive any termination or expiration of the term of these Terms of Service and the Subscription Services, including, without limitation, Sections 3 (Fees), 5



(Indemnification), 6 (Limitation of Liability), 7 (Ownership of Intellectual Property), 8 (Term and Termination), 9 (Confidentiality and Nondisclosure) and 10 (Miscellaneous), will survive such termination or expiration for any reason and will be fully enforceable thereafter.

9. Confidentiality and Nondisclosure.

(a) **Confidentiality and Nondisclosure.** Cloud OCR will maintain the confidentiality of, and agrees to use the same care to prevent disclosure of, your confidential information as it employs to avoid disclosure, publication or dissemination of its own information of a similar nature, but in no event less than a reasonable standard of care. Cloud OCR, however, may disclose confidential information to its employees, directors, officers, affiliates, agents, subcontractors, attorneys, accountants or professional advisors, who have a need to have access to the confidential information in providing the Subscription Services.

(b) **Exclusion.** Confidential information will not include information that (a) is or becomes publicly available other than through Cloud OCR, (b) is in Cloud OCR's possession at the time of disclosure, (c) is acquired by Cloud OCR from a third party, who provides the information without breaching any express or implied obligations or duties to you, (d) is disclosed by Cloud OCR with your prior written consent, (e) is independently developed by Cloud OCR without reference to confidential information, or (f) is disclosed in response to a valid order, or request of a court or other governmental body; provided, however, that unless prohibited by law or regulation, Cloud OCR will first give you notice of any such order, inquiry or request so that you may seek an appropriate protective order.

10. Miscellaneous.

(a) **Notices.** Except as otherwise provided above, notices pursuant to these Terms of Service must be in writing and will be deemed effectively delivered to you when delivered by email to Accounting@CloudOCR.com. All notices so given will be deemed given upon the earlier of receipt or three (3) days after dispatch. CLOUD OCR will be providing notices to clients via email to the designated administrator of each account. It is the sole obligation of the user to maintain the correct email account to receive notices and ensure that the CLOUDOCR.com domain has been whitelisted and allowed to communicate via email.

(b) **No Assignment.** You will not voluntarily or involuntarily in any form or manner, assign or, transfer, including any assignment or transfer by operation of law, the Subscription Services or any rights under these Terms of Service.

(c) **Governing Law.** These Terms of Service will be construed and governed in accordance with the internal laws of the State of New Hampshire, without regard to any rules of conflicts or choice of law provisions that would require the application of the laws of any other jurisdiction. The foregoing notwithstanding, however, if you acquired the Subscription Services in a country which is a member of the European Union (including the UK), the laws of that country will govern the interpretation of these Terms of Service and any claims arising hereunder, regardless of choice of laws principles of any other jurisdiction. In each case, these Terms of Service will be construed and enforced without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act.



(d) **Privacy.** Cloud OCR will observe applicable data protection laws and will not use information that does or can be used to personally identify you, your employees or customers other than as set out in this this Section 10, as well as in Cloud OCR's Privacy Policy ("Privacy Policy")

<http://www.CloudOCR.com/legal/privacy>. By submitting such personal data in relation to these Terms of Service and its fulfillment, you consent to such personal data being processed to fulfill these Terms of Service. You particularly accept that Cloud OCR may collect, process and store some or all of the following personal data which you have provided or will provide to Cloud OCR in relation to these Terms of Service: your employee's and your customer's contact names and corresponding postal addresses, e-mail addresses, telephone numbers, payment processing data, etc. (hereafter "Personal Data"). Data, including Personal Data, will be stored in an electronic database maintained on servers in the geographical area where the Subscription Services are deployed by Cloud OCR. The Personal Data will be used by Cloud OCR exclusively for the purposes of facilitating these Terms of Service.

(e) **Attorneys' Fees.** In any action to interpret or enforce these Terms of Service, the prevailing party will be awarded all court costs and reasonable attorneys' fees and costs and expenses of investigation incurred.

(f) **Entire Agreement.** These Terms of Service and the Agreement constitute the entire understanding and agreement between the parties with respect to the subject matter of these Terms of Service, and supersede all previous agreements and communications between the parties concerning such subject matter. No modifications may be made to these Terms of Service except in writing, signed by both parties.

(g) **Severability.** The provisions of these Terms of Service are severable, and if any one or more such provisions is determined to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of any of the remaining provisions or portions thereof will not be affected or impaired thereby and will nevertheless be binding between the parties. In the event any provision of these Terms of Service is found to be invalid, illegal, or unenforceable, the parties will endeavor to modify that provision in a manner that gives effect to the intent of the parties in entering into these Terms of Service.

(h) **Export.** Any technical data provided by Cloud OCR (collectively, the " Controlled Items ") are subject to United States export control jurisdiction, and may not be shipped, transferred, re-exported into any country, or used for any purpose prohibited by any applicable international and national legal instruments that apply to the Controlled Items, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States and other governments. You agree that you will not export or re-export the Controlled Items without first having obtained applicable United States or foreign government export licenses or permissions.

(i) **Force Majeure.** Neither party will be liable or deemed to be in default for any delay or failure in performance under these Terms of Service (except for payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes or any causes beyond its reasonable control; provided that the party failing to



perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.

(j) **Compliance with Laws.** The parties agree to comply with any and all laws and governmental requirements that apply to their respective performance under this Agreement. You agree that you are solely responsible for determining and complying with any and all laws and governmental requirements applicable or incident to your use of the Cloud OCR Services, including, without limitation, data protection laws affecting your use or the retention of data, including any obligation to obtain consents related to any disclosure of personal data.



CLOUD OCR SUBSCRIPTION TERMS OF SERVICE

Exhibit A – Software License – Cloud OCR



CLOUDOCR® End User License Agreement

IMPORTANT- READ CAREFULLY

This CLOUDOCR® End User License Agreement (“EULA”) is made between CLOUDOCR LLC. (“CLOUDOCR”), 1 New Hampshire Ave., Suite 125, Portsmouth, NH 03801 USA, and Client of Cloud OCR Subscription Services with respect to the licensing of the CLOUDOCR® Software described in [Exhibit A](#).

1. LICENSE:

- (a) Subject to payment in full of the Software leasing fees or an active Subscription of CLOUD OCR, CLOUDOCR grants to User a temporary use (except as otherwise provided in this EULA), non-exclusive, non-assignable (except as otherwise provided in this EULA), limited license to the Software, in machine-readable object code form only, solely for use by User internally. The Software is licensed for use by a single organization and may not be used for the processing of third-party data as a service bureau, application service provider or otherwise. User shall not make any use of the Software in any manner not expressly permitted by this EULA.
- (b) User acknowledges that the Software is licensed for a specific type of use to transmit files to and from the CLOUD OCR subscription service. Use of software or hardware that reduces the number of users directly accessing or utilizing the Software (sometimes called “multiplexing” or “pooling” software or hardware) does not reduce the number of Software licenses required. The required number of Software licenses would equal the number of distinct inputs to the multiplexing or pooling software or hardware.
- (c) User shall be entitled to use one (1) production copy of each Software module licensed. User’s sole recourse in the event of any dissatisfaction with any Software used in any non-production system is to stop using such Software and return it to CLOUDOCR. User shall not make additional copies of the Software not specifically authorized in this paragraph (c).
- (d) User agrees: (1) not to remove any CLOUDOCR notices in the Software or Documentation (as defined in Section 4(b)); (2) not to sell, transfer, rent, lease or sub-license the Software or Documentation to any third party; (3) not to alter or modify the Software or Documentation; (4) not to reverse engineer, disassemble, decompile or attempt to derive source code from the Software; and (5) not to prepare derivative works from the Software or Documentation.
- (e) User may not make any use of the Disaster Recovery System in a production environment concurrently with the operation of any other copy of the Software in a production environment.
- (f) User may not assign, transfer or sublicense all or part of this EULA without the prior written consent of CLOUDOCR ; provided that CLOUDOCR agrees that such consent shall not be unreasonably withheld in the case of any assignment by User of the EULA in its entirety to the



surviving entity of any merger or consolidation or to any purchaser of substantially all of User's assets that assumes in writing all of User's obligations and duties under this EULA.

- (g) User acknowledges that, depending on the modules licensed, the Software may include open source software governed by an open source license, in which case the open source license (a copy of which is provided in the Software) may grant you additional rights to such open source software.

2. OWNERSHIP: CLOUDOCR owns the Software, including, without limitation, any and all worldwide copyrights, patents, trade secrets, trademarks and proprietary and confidential information rights in or associated with the Software. The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. No ownership rights in the Software are transferred to User. User agrees that nothing in this EULA or associated documents gives it any right, title or interest in the Software, except for the limited express rights granted in this EULA.

3. INSTALLATION: User will retain CLOUDOCR through which User orders the Software to provide installation services. User is responsible for hardware and non-licensed software for the installation, operation and support of the Software.

4. LIMITED WARRANTY; DISCLAIMER OF OTHER WARRANTIES:

- (a) For a period of sixty (60) days from the date of delivery of Software delivered to User on tangible media at User's site, CLOUDOCR warrants to User that the media on which the Software is delivered are free from defects in materials and in workmanship.
- (b) For a period of sixty (60) days from the earlier of: (1) the date that license codes or a certificate necessary for User to activate the Software for use have been shipped or made available for download to the destination applicable under the purchase order for the Software received by CLOUDOCR ; or (2) the sixtieth (60th) day after the date that the Software has been shipped or made available for download to the destination applicable under the purchase order for the Software received by CLOUDOCR , CLOUDOCR warrants to User that the Software, when properly installed and properly used, will operate substantially in accordance with the "Help Files" included in the Software that relate to the functional, operational or performance characteristics of the Software ("Documentation"). The terms of this warranty shall not apply to, and CLOUDOCR shall have no liability for any non-conformity related to, any Software that has been (1) modified by User or a third party, (2) used in combination with equipment or software other than that which is consistent with the Documentation, or (3) misused or abused. CLOUDOCR shall regularly update the Software, including but not limited to, enhancements, bug fixes, defect corrections, and additional features to the base Software (collectively, the "Enhancements") and shall make such Enhancements available to User at no additional charge. CLOUDOCR shall defend and indemnify User and its employees, directors, officers, affiliates, and agents against any third-party claims, losses, suits, actions, damages, or other costs (including attorneys' fees) stemming from



an assertion by any third-party that the Software, as provided by CLOUDOCR, infringes on such third-party's intellectual property.

- (c) CLOUDOCR's sole obligation, and User's sole and exclusive remedy, for any non-conformities to the express limited warranties under paragraph (a) or (b) shall be as follows: Provided that, within the applicable 60-day period, User notifies CLOUDOCR in writing of the non-conformity, CLOUDOCR will either (1) repair or replace the non-conforming media or Software, which in the case of the Software shall include the delivery of a commercially reasonable workaround for the non-conformity; or (2) if CLOUDOCR determines that repair or replacement of the non-conforming media or Software is not commercially practicable, then terminate this EULA with respect to the Software associated with the non-conforming media or with respect to the non-conforming Software, in which event, upon compliance by User with its obligations under Section 7, CLOUDOCR will refund any portion of the Software license fees paid prior to the time of such termination with respect to such Software.

- (d) EXCEPT FOR THE WARRANTIES PROVIDED BY CLOUDOCR AS EXPRESSLY SET FORTH IN SECTIONS 4(a) and 4(b), CLOUDOCR AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES OR REPRESENTATIONS REGARDING THE SOFTWARE OR ANY MEDIA. CLOUDOCR AND ITS SUPPLIERS DISCLAIM AND EXCLUDE ANY AND ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO WARRANTIES OF GOOD TITLE, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES THAT ARISE OR MAY BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. EXCEPT FOR THE WARRANTIES PROVIDED BY CLOUDOCR AS EXPRESSLY SET FORTH IN SECTIONS 4(a) and 4(b), CLOUDOCR AND ITS SUPPLIERS DO NOT WARRANT THAT THE SOFTWARE WILL SATISFY USER'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. USER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES. CLOUDOCR DOES NOT PROVIDE ANY WARRANTY OR ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

- (e) No oral or written information given by CLOUDOCR, its agents, or employees shall create any additional warranty. No modification or addition to this warranty is authorized unless it is set forth in writing, references this EULA, and is signed on behalf of CLOUDOCR by a corporate officer.

5. LIMITATIONS OF LIABILITY: IN NO EVENT SHALL CLOUDOCR'S (INCLUDING ITS SUPPLIERS') LIABILITY EXCEED THE AMOUNT OF THE SOFTWARE LICENSE FEES ACTUALLY PAID BY USER. IN NO EVENT WILL EITHER PARTY OR ITS DIRECT OR INDIRECT SUPPLIERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER



LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, OR CLAIMS BY THIRD PARTIES, EVEN IF CLOUDOCR OR SUCH SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL MICROSOFT CORPORATION, AS A SUPPLIER TO CLOUDOCR OF THIRD PARTY SOFTWARE BUNDLED WITH THE SOFTWARE LICENSED UNDER THIS EULA, BE LIABLE FOR ANY DIRECT DAMAGES IN EXCESS OF FIVE DOLLARS (\$5.00).

6. MAINTENANCE: Maintenance and technical support of the Software provided with a current fully paid subscription to CLOUDOCR.

7. TERMINATION: Except in the case of a breach or failure to comply by User with any of the provisions of Section 1(d) of this EULA (with respect to which User shall have no right to cure a breach or non-compliance and CLOUDOCR may terminate this EULA immediately upon written notice to such effect to User), CLOUDOCR may terminate this EULA if User breaches or fails to comply with any provision of this EULA and CLOUDOCR first gives written notice to User of the breach or non-compliance with this EULA, which notice shall specify in reasonable detail such breach or non-compliance, and User fails to cure such breach or non-compliance within ninety (90) calendar days after receipt of such notice. Upon termination of this EULA for any reason, including, but not limited to, as specified in this Section 7 or in Section 4, User shall immediately (a) discontinue any and all use of the Software and Documentation; and (b) either (1) return the Software and Documentation to CLOUDOCR, or (2) with the prior permission of CLOUDOCR, destroy the Software, Documentation and certify in writing to CLOUDOCR that User has completed such destruction. The obligations of User under the preceding sentence and all disclaimers of warranties and limitations of liability set forth in this EULA shall survive any termination.

8. SEVERABILITY: In the event that a court of competent jurisdiction determines that any portion of this EULA is unenforceable, it shall not affect any other provisions of this EULA.

9. NOTICE: All notices, requests or other communications required to be given pursuant to this EULA shall be in writing, shall be addressed to the recipient party at its principal place of business or to such other address as the recipient party may direct in writing, and shall be personally delivered or sent by certified or registered U.S. mail, return receipt requested, by prepaid commercial overnight courier, or via email. All notices, requests or other communications delivered as specified herein shall be deemed to have been given and received on the date personally delivered or on the date deposited in the U.S. mail, email, or with the commercial overnight courier.

10. GOVERNING LAW; JURISDICTION: The laws of the State of New Hampshire shall govern this EULA, without regard to the conflict of laws principles thereof. The parties mutually agree that the



1980 United Nations Convention on Contracts for the International Sale of Goods, as amended, shall not be applicable with respect to this EULA. Any legal action brought concerning this EULA or any dispute hereunder shall be brought only in the courts of the State of New Hampshire, or in the federal courts located in such state and county. Both parties submit to venue and jurisdiction in these courts. In the event that an action or claim arises outside of the exclusive jurisdiction specified herein which names CLOUDOCR as a party, User agrees to initiate, consent to and/or cooperate with any and all efforts to remove the matter to the exclusive jurisdiction named herein, or otherwise to take any and all reasonable actions to achieve CLOUDOCR's objectives of this provision.

11. ENTIRE AGREEMENT: This EULA (including the exhibits and schedules attached hereto) constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, documents and proposals, oral or written, between the parties with respect thereto. All purchase orders submitted shall be subject solely to the terms of this EULA and the additional terms contained in any invoice delivered by CLOUDOCR, and any preprinted terms on any purchase order form used for the convenience of User are objected to and shall not alter or amend the terms of this EULA or any such invoice. This EULA may be amended or modified only by an agreement in writing signed by each of the parties and may not be modified by course of conduct.

12. U.S. GOVERNMENT END USERS: The terms and conditions of this EULA shall pertain to the Government's use and/or disclosure of the Software, and shall supersede any conflicting contractual terms or conditions. By accepting the terms of this EULA and/or the delivery of the Software, the Government hereby agrees that the Software qualifies as "commercial" computer software within the meaning of ALL federal acquisition regulation(s) applicable to this procurement and that the Software is developed exclusively at private expense. If this license fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return this Software to CLOUDOCR. In addition to the foregoing, where DFARS is applicable, use, modification, reproduction, release, display, or disclosure of the Software or documentation by the Government is subject solely to the terms of this EULA, as stated in DFARS 227.7202, and the terms of this EULA shall supersede any conflicting contractual term or conditions.

13. EXPORT: The Software and Documentation are subject to United States export control laws and regulations. User agrees to comply fully with all relevant regulations of the U.S. Department of Commerce and all U.S. export control laws, including, but not limited to, the U.S. Department of Commerce Export Administration Regulations (EAR), to assure that the Software or Documentation is not exported in violation of United States of America law. User agrees that it will not export or re-export the Software or Documentation to any organizations or nationals in the territories of Cuba, Iran, Iraq, North Korea, Burma (Myanmar), Sudan, Syria or any other territory or nation with respect to which the U.S. Department of Commerce, the U.S. Department of State or the U.S. Department of Treasury maintains any commercial activities sanctions program. User shall not use the Software or Documentation for any prohibited end uses under applicable United States laws and regulations,



including but not limited to, any application related to, or purposes associated with, nuclear, chemical or biological warfare, missile technology (including unmanned air vehicles), military application or any other use prohibited or restricted under the U.S. Export Administration Regulations (EAR) or any other relevant laws, rules or regulations of the United States of America.

14. THIRD PARTIES: Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this EULA; provided, however, that third party suppliers of software products bundled with the Software are third party beneficiaries to this EULA as it applies to their respective software products.



EXHIBIT A

TO EULA

Software licensed for use pursuant to the EULA:

1. Software modules of the CLOUDOCR were respect to which User properly pays Software subscription fees to CLOUDOCR . All such modules used by the proper level of subscription on the CLOUD OCR Subscription platform, automatically be deemed to be added to the Software listed on this Exhibit A, whether or not the parties actually amend the form of this Exhibit A.
2. All “Upgrades or Enhancements” to the Software described in paragraph (1) above that User properly obtains pursuant to the terms of a Software Maintenance Agreement between User and CLOUDOCR .

Payment of Software license fees:

Unless and until CLOUDOCR notifies User in writing to the contrary, the Software license fees due and payable by User shall be described in the Subscription Platform Level agreement. User agrees to pay such Software license fees or subscription fees, and to make all such payments in accordance with such mutually agreed upon terms.