

DOCUMENTOR TERMS & CONDITIONS

These DocuMentor Terms & Conditions in effect as of December 10, 2019, are effective between Client and DocuMentor as of the date of the MSA incorporating these DocuMentor Terms & Conditions by reference.

- 1. SERVICES.** Except as otherwise set forth herein, DocuMentor agrees to provide the Services as set forth in the MSA.
- 2. PAYMENT.** Fees for Services will be invoiced in accordance with the MSA and Client shall pay invoices as stated in the MSA. Client's failure to pay as set forth herein or therein shall constitute a material breach of the MSA. DocuMentor may impose late fees as contemplated in the MSA. If Client's account is overdue, DocuMentor may, in addition to any of its other rights or remedies, suspend its provision of Services without notice until such amounts owed by Client to DocuMentor are paid in full, without any liability to the Client or any other party. DocuMentor shall not be obligated to provide any such Services suspended by DocuMentor due to such failure to pay at any time, including, without limitation, after the resumption of Services or otherwise, and such Services shall be deemed satisfied in full. Notwithstanding anything herein to the contrary, if such failure to pay has not been cured within ten (10) days of the due date, then DocuMentor may terminate the MSA immediately for cause.
- 3. TAXES.** Unless otherwise stated in the MSA, DocuMentor's fees for the Services do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Client is responsible for paying all Taxes associated with its purchases of Services, excluding taxes based on DocuMentor's net income or property. If DocuMentor has the legal obligation to pay or collect Taxes for which Client is responsible under this Section 3, the appropriate amount shall be invoiced to and paid by Client, unless Client provides DocuMentor with a valid tax exemption certificate authorized by the appropriate taxing authority.
- 4. OWNERSHIP OF PROPERTY.** DocuMentor reserves all rights, title, and interest in and to the Services, Software, Documentation, and related personal and intellectual property rights and Confidential Information, including, without limitation, all equipment, facilities, supplies, documentation, trademarks, patents, copyrights, software, use licenses, and other items and materials together with all improvements, derivatives, modifications, enhancements, continuations, and continuations in-part thereto, (collectively, the "Intellectual Property"). Client shall have no interest of any kind in, to and/or under the Intellectual Property. Except as otherwise explicitly provided in the MSA, Client shall not (and also will not permit or authorize any third party to): (a) modify, copy, alter, duplicate, download, display, transmit, distribute, reverse engineer, access, decompile, disassemble, or create derivative works based on or using the Services, Software, Documentation, DocuMentor's system or methods, or the Intellectual Property in any form or media or by any means; (b) frame or mirror any content forming part of the Services, Software, or Documentation; (c) access or use Services, Software, or Documentation in order to (i) build a competitive product or service or (ii) copy any ideas, methods, features, functions, or graphics of the Services, Software, or Documentation; (d) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit any part of the Services, Software, or Documentation, or otherwise make any part of the Services, Software, or Documentation available to any third party; (e) circumvent or disable any security or other technological features or measures of the Software; or (f) remove or otherwise transfer any Intellectual Property from the original installation location except by prior written consent of DocuMentor. Client shall exercise reasonable care in the use of the Intellectual Property and will be responsible for all loss and/or damage to the Intellectual Property resulting from any action or inaction of any owner, director, officer, employee, representative or agent of Client.
- 5. PUBLICITY; TRADEMARKS.** Neither party may issue press releases or any other public announcement of any kind relating to the MSA without the other party's prior written consent. Notwithstanding the foregoing, during the Term, either party may include the name and logo of the other party in lists (including on its website) of customers or vendors in accordance with the other party's standard logo and/or trademark usage guidelines. Client grants DocuMentor the right to gather data from the Software being used by Client in connection with the Services for DocuMentor's purposes. DocuMentor may use Client and demographic data collected from the Software and/or Client (excluding personal health information) on an anonymized basis in case studies and research created by DocuMentor. Except as set forth herein, neither party may use the trademarks and trade names of the other party without the prior written consent of the other party.
- 6. CONFIDENTIALITY.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of the MSA, except with the Disclosing Party's prior written permission. Notwithstanding the foregoing, the Receiving Party may disclose such Confidential Information to those of its employees and contractors who need to know such information for purposes of performing the Services which such employees and contractors shall be bound by terms & conditions substantially similar to those herein and in the MSA. The Receiving Party shall use the same degree of care to protect the Confidential Information as it uses to protect its own information of a confidential and proprietary nature, but in no event shall it use less than a

reasonable degree of care. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate. Notwithstanding the expiration or termination of the MSA for any reason, the obligations of confidentiality and non-use set forth in this Section 6 and elsewhere in the MSA shall continue indefinitely and in perpetuity after such expiration or termination.

7. WARRANTIES & DISCLAIMERS.

7.1 Mutual Warranties. Each party represents and warrants that: (a) it has the legal power to enter into the MSA; (b) that the signatory to the MSA has the authority to bind the applicable organization; and (c) when executed and delivered, the MSA will constitute the legal, valid, and binding obligation of each party, enforceable in accordance with its terms.

7.2 DocuMentor Warranties. DocuMentor represents and warrants that it shall perform the Services in a professional and workmanlike manner in accordance with generally accepted industry standards.

7.3 General Disclaimer. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES, SOFTWARE, AND DOCUMENTATION ARE PROVIDED "AS IS," "WITH ALL FAULTS," WITHOUT WARRANTY OF ANY KIND, AND DocuMentor EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES WITH RESPECT TO THE SERVICES, SOFTWARE, OR DOCUMENTATION WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF PERFORMANCE, ACCURACY, OMISSIONS, COMPLETENESS, CURRENTNESS OR DELAYS AND ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, WITHOUT LIMITATION, STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE OR PERFORMANCE OF THE SERVICES, SOFTWARE, OR DOCUMENTATION, NOT CONTAINED IN THE MSA SHALL BE DEEMED TO BE A WARRANTY BY DocuMentor. DocuMentor SHALL NOT BE RESPONSIBLE OR HAVE ANY LIABILITY FOR THE PROCUREMENT, INSTALLATION, OR MAINTENANCE OF ANY EQUIPMENT ON WHICH THE SERVICES, SOFTWARE, OR DOCUMENTATION ARE ACCESSED BY CLIENT.

8. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL DocuMentor'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE MSA, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY CLIENT TO DocuMentor FOR THE SERVICES IN THE THREE (3) MONTHS PRECEDING THE INITIAL INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL DocuMentor HAVE ANY LIABILITY FOR ANY LOST PROFITS OR LOST REVENUE OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND OR NATURE HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT DocuMentor HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO CLAIM MAY BE BROUGHT BY CLIENT UNDER THE MSA MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CLAIM, WHETHER CLIENT HAD ACTUAL KNOWLEDGE OF THE CLAIM OR SHOULD HAVE KNOWN.

9. NOTICES. All notices under the MSA shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) the second business day after sending by email. Notices to DocuMentor shall be addressed to the signatory of the MSA unless otherwise designated. Notices to Client shall be addressed to Client's signatory of the MSA unless otherwise designated via written notice to DocuMentor.

10. TERM & TERMINATION; INDEMNIFICATION.

10.1 Term of Master Subscription Agreement. The MSA commences on the Effective Date and continues until terminated as set forth therein or herein.

10.2 Termination for Convenience. A non-breaching party may terminate the MSA at any time upon at least sixty (60) days prior written notice to the other party (a "Termination for Convenience"). On or before the date of a Termination for Convenience, Client shall pay DocuMentor all amounts owed for all Services performed through the date of such Termination for Convenience, together with all applicable penalties, fees (including reasonable attorneys' fees), costs, interest, and expenses, including reasonable collection fees and costs.

10.3 **Termination for Cause.** A non-breaching party may terminate the MSA for cause: (a) if the breaching party fails to cure a material breach within fifteen (15) days following written notice of such material breach; (b) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; (c) pursuant to Section 2 herein; or (d) pursuant to Section 14 herein. Upon any termination for cause by Client, DocuMentor shall refund Client any prepaid fees covering the remainder of the Term after the date of termination. Termination for cause by Client shall not relieve Client of the obligation to pay any amounts owed to DocuMentor prior to the date of termination. Upon any termination for cause by DocuMentor, Client shall pay DocuMentor all amounts owed for all Services performed through the date of termination, together with all applicable penalties, fees (including reasonable attorneys' fees), costs, interest, and expenses, including reasonable collection fees and costs.

10.4 **Indemnification.** Client shall defend, indemnify, and hold DocuMentor harmless against any loss, damage, or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings made or brought against DocuMentor arising from or related to: (a) Client's breach of the MSA; (b) the acts or omissions of Client and/or its employees, agents, contactors, volunteers, or representatives in connection with Client's installation, operation, access to, and/or use of the Services, Software, or Documentation; (c) the violation, infringement, or misappropriation by Client or any employee, agent, contactor, volunteer, or representative of Client of the Intellectual Property or Confidential Information of DocuMentor; or (d) Client's negligence or willful misconduct.

11. RESTRICTIONS. Client shall not (a) allow third parties or develop methods for third parties to use the Services, Software, or Documentation; (b) except as provided by applicable law, decompile, disassemble, or reverse engineer the Software, in whole or in part, and Client shall not attempt to obtain in any other manner any Software source code, and shall not carry out any action to the detriment of any intellectual property rights of DocuMentor; (c) make copies, execute, publish, or reproduce Software or Documentation, unless expressly authorized in the MSA (and all copies must maintain all copyright notices); (d) develop any derivative works or any type of software program based on the Software, the Documentation, or any other Confidential Information; (e) make available, reveal, disclose, offer, or allow the use of Software by third parties, without the prior written consent of DocuMentor; (f) alter or modify the Software without the prior written consent of DocuMentor; (g) reject, avoid, elude, remove, deactivate, or evade, in any way, any protection mechanism of the Software, including without limitation any mechanism used to restrict or control Software functions; (h) provide or offer access to any third party to any restricted online access keys or authentication passwords provided by DocuMentor in connection with the Software; or (i) disclose to any third party any benchmarking or comparative study involving the Software or Documentation.

12. CHANGES. DocuMentor, in its sole discretion and without liability to Client or any third party, may from time to time: (a) change or alter any aspect of the Services, Software, and/or Documentation; (b) make enhancements, updates, and upgrades to the Services, Software, and/or Documentation as it deems necessary or desirable; (c) make changes in the titles, names, format, features, functions, process, organization, or content of the Services, Software, and/or Documentation or a portion thereof; and/or (d) alter the existing methods and/or manner of disseminating the Services, Software, and/or Documentation (collectively, "Changes"). Client shall comply with such Changes. DocuMentor shall endeavor to use reasonable efforts to provide Client with notice of any material Changes, unless a malfunction in DocuMentor's system requires otherwise or circumstances preclude notice.

13. RESERVATION OF RIGHTS. DocuMentor hereby expressly reserves any and all rights, licenses, and permissions in and to the Services, Software, and Documentation other than those limited rights explicitly provided to Client in accordance with the MSA.

14. REVIEW OF USE. DocuMentor may review Client's use of Services, Software, and/or Documentation and determine in its sole discretion whether the manner in which Client is using Services, Software, and/or Documentation is prohibited. Upon any determination that a particular use is prohibited, Client shall promptly terminate that use within twenty-four (24) hours of receipt of notice from DocuMentor that such use is prohibited (the "Use Cure Period"). In the event Client fails to cure such prohibited use within the Use Cure Period and notwithstanding anything herein to the contrary, DocuMentor shall have the right to terminate the MSA immediately for cause. For purposes of this Section 14 only, and notwithstanding anything to the contrary in the MSA, notice shall be deemed to have been given by DocuMentor upon DocuMentor's receipt of an electronically generated delivery receipt after sending such notice to Client via email.

15. REDISTRIBUTION. Client shall not redistribute any Services, Software, or Documentation, or otherwise make Services, Software, or Documentation available, to any person other than as the MSA permits.

16. GENERAL PROVISIONS. The parties are strictly and solely independent contractors. There are no third-party beneficiaries to the MSA. No failure or delay by either party in exercising any right under the MSA shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. The provisions of the MSA and the provisions herein are severable and the unenforceability of any provision shall not affect the validity or enforceability of such other provisions. Client may not assign the MSA, including by operation of law, without the prior written consent of DocuMentor. The MSA is and shall be deemed to have been made in Indiana and shall be governed exclusively by

the internal laws of the State of Indiana, without regard to conflicts of laws rules (including Indiana's). Any claims relating to the MSA shall be brought in state or federal courts located in Marion County, Indiana and each party hereby consents to the exclusive personal and subject matter jurisdiction of such courts. Each party also waives any right to a jury trial in connection with the MSA. If either party hereto resorts to legal action for the redress of a breach of the MSA, the prevailing party shall be entitled to an award of all costs and reasonable attorneys' fees. No modification, amendment, or waiver of any provision of the MSA shall be effective unless in writing and signed by both parties. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Client proposal or in any other Client order documentation shall be incorporated into or form any part of the MSA. The language used in the MSA shall be deemed to be language chosen by both parties to express their mutual intent, and no rule of strict construction against either party shall apply to rights granted or to any term or condition of the MSA. The MSA may be executed in counterparts, which taken together shall form one legal instrument. Delivery of an executed counterpart signature page of the MSA by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of the MSA.

17. DEFINITIONS. Capitalized terms shall have the meanings set forth below in this Section 17, or as otherwise ascribed to them throughout the MSA:

"Client" shall have the meaning set forth on the signature page of the MSA.

"Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), including all such information to which the Receiving Party has access through the Disclosing Party, unless such information is designated in writing as non-confidential or is described below as being excluded from the definition of Confidential Information. Confidential Information shall expressly include, without limitation, the terms of the MSA (including fees and other terms), provision of Services, the Software, the Documentation, product plans, business and marketing plans, business model, technology and technical information, product designs, business processes and any information about the Disclosing Party's customers, clients, affiliates, or licensors. Notwithstanding the foregoing, each party may disclose the existence and terms of the MSA, in confidence, to a potential purchaser of or successor to any portion of such party's business resulting from the reorganization, spin-off, or sale of all or a portion of all of the assets of any business, division, or group of such party after such party and the potential purchaser or successor have entered into a customary agreement prohibiting disclosure of Confidential Information. Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

"Effective Date" shall have the meaning set forth on the signature page of the MSA.

"Master Subscription Agreement" or "**MSA**" means a master subscription agreement entered into between Client and DocuMentor that incorporates these DocuMentor Terms & Conditions by reference.

"DocuMentor" shall have the meaning set forth on the signature page of the MSA.

"DocuMentor Terms & Conditions" shall mean these DocuMentor Terms & Conditions.