

FILEJET PROPOSAL TERMS AND CONDITIONS

These Proposal Terms and Conditions (“Terms”) are entered into by and between FileJet, Inc. (“**FileJet**”), and the customer (“Customer”) identified in the Quote that these Terms are attached to or referenced in.

1. **DEFINITIONS.** Capitalized terms shall have the following meanings or the meanings assigned to them in the other sections of the Agreement:
 - a. **"Agreement"** means these Terms, the Quote, any documents explicitly referenced in these Terms, and any addendum to this Agreement agreed upon in writing by both parties.
 - b. **"Authorized Users"** shall mean Customer’s employees, consultants, and contractors authorized by Customer to access and use the Software or Services, who have been supplied user identification and passwords by Customer.
 - c. **"Business Day"** means Monday through Friday, 9:00 a.m. to 5:00 p.m., Pacific Standard Time - California U.S. time, excluding any U.S. federal or state public holiday.
 - d. **"Confidential Information"** means all confidential information of a party, whether written or oral, and whether in paper or electronic format, disclosed to a receiving party that is designated in writing or identified as confidential at the time of disclosure or should be reasonably known by the receiving party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Confidential information related to either party’s customer lists, customer information, products, technical information, pricing information, pricing methodologies, or information regarding the disclosing party’s business planning or business operations shall be deemed Confidential Information without any marking or further designation.
 - e. **"Customer Data"** means all data and information submitted by Customer to the Software.
 - f. **"Documentation"** means the Software’s manuals, instructions, guides or other materials, as FileJet may update from time to time in its sole discretion.
 - g. **"Quote"** means the ordering document(s) that represent the purchase of the (i) Software and (ii) Services, and any subsequent ordering documents that from time to time are executed hereunder by Customer and FileJet and which expressly refer to the Terms.
 - h. **"Services"** means the Support Services and any Supplemental Services provided by FileJet to Customer pursuant to the Agreement.
 - i. **"Software"** means those web-based software, products, or applications purchased by Customer, as set forth in a Quote and described in the Documentation.z

- j. **"Support Services"** means the maintenance and support services provided in connection with the Software that are described in these Terms or other documentation provided by FileJet at <https://Filejet.com/> or any successor websites.
- k. **"Supplemental Services"** means any services other than Support Services that FileJet may from time to time perform on an hourly or fixed fee basis.
- l. **"Usage Data"** means data and information related to Customer's use of the Software or Services that is used by FileJet in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software or Services.

2. SOFTWARE. FileJet grants Customer a limited, non-assignable, non-transferable, non-sublicenseable, non-exclusive, and revocable right during the Term to allow Authorized Users to access and use the Software for its internal business purposes solely in accordance with the Documentation. The Agreement is not a sale, or assignment and transfer, of any software.

3. CHANGES. FileJet may from time to time develop enhancements, upgrades, updates, improvements, modifications, extensions and other changes to the Software and Services ("Changes"). Customer hereby authorizes FileJet to implement such Changes. Changes do not include any major new releases of software or any software that FileJet licenses separately.

4. CUSTOMER OBLIGATIONS. Customer shall at its expense comply with all legal requirements applicable to Customer's use of the Software and Services. Customer is responsible for all activity occurring under Authorized User accounts and for each Authorized User's compliance with all terms and conditions of the Agreement. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data generated, uploaded and transmitted by Customer and Authorized Users. Customer shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software and notify FileJet immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

5. USAGE RESTRICTIONS. The Software is provided to Customer for use only as expressly set forth in the Agreement and the Documentation, and Customer will not use the Software in whole or in part for any other use or purpose. In particular, Customer will not, and will not allow any third party to: (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Software by any means, or disclose any of the foregoing; (ii) except as expressly set forth in the Agreement, provide, rent, lease, lend, or use the Software for timesharing, subscription, or service bureau purposes; (iii) sublicense, transfer or assign the Software or any of the rights or licenses granted under the Agreement; or remove or obscure any trademark, product identification, proprietary marking, copyright or other notices provided with the Software or related documentation. Customer shall not: (i) use the Software for storage, possession, or transmission of any information, the possession, creation or transmission of which violates any state, local or federal law; (ii) transmit Customer Data using the Software that infringes upon or misappropriates the intellectual property or privacy rights of any third party; (iii) perform any load testing of the Software or attempt to probe, scan or test the vulnerability of the Software without proper authorization; or (iv) log into a server or account that Customer is not authorized to access.

6. SERVICES.

- a. **Support Services.** FileJet shall use commercially reasonable efforts to provide Customer with Support Services via electronic and telephone support during a

Business Day. For electronic support, Customer shall be provided a user account with a ticketing system (e-mail and/or another software) where the Customer may enter all bugs, revisions and enhancements with respect to the Software. For telephone support, Customer will be provided telephone support in the case of extremely urgent situation that affects Customer's use of the Software. FileJet will not provide any Support Services for: (i) Software that has been modified by Customer or its agents; (ii) server hardware failure; (iii) problems caused by third party software not provided by FileJet, including but not limited to: Stripe, AWS, Etc.; (iv) non-FileJet provided equipment or hardware malfunction; (v) issues that have been addressed in any Changes that Customer has elected not to apply; or (vi) issues arising from Microsoft SQL Server, Amazon Web Services, or Amazon Server Central UI changes.

- b. **Supplemental Services.** FileJet may perform Supplemental Services and other professional technical services at Customer's request. Supplemental Services will be performed only on Customer's advance written approval and will be invoiced at FileJet's published rates or other rates approved in advance in writing by Customer.

7. TERM AND TERMINATION.

- a. **Term.** This Agreement shall remain valid indefinitely, or upon termination by either party in accordance this Agreement ("**Term**"). Customer shall be responsible for coordinating and effectuating any transfer to Customer's new service provider prior to termination. In the event Customer fails to effectuate a transfer, Customer shall pay FileJet's applicable rate for any Services and Software, as determined by FileJet. FileJet shall not be liable for any damages whatsoever caused by or arising out of Customer's failure to effectuate the transfer to its new service provider.
- b. **Termination.** The Agreement may be terminated by Customer as follows: (i) FileJet fails in a material way to provide the Software or Services in accordance with the terms of the Agreement and does not cure the failure within thirty (30) days of Customer's written notice describing the failure in reasonable detail; or (ii) upon sixty (60) days' advance written notice. The Agreement may be terminated by FileJet: (i) at any time if Customer is overdue on the payment of any amount due under the Agreement; (ii) if the Customer materially violates any other provision of the Agreement, and fails to cure the violation within thirty (30) days of a written notice from FileJet describing the violation in reasonable detail; or (iii) at any time at its own discretion upon a sixty (60) days' advance written notice. Filejet will delete all of Customer's data after sixty (60) days from Termination of services.

8. PAYMENTS.

- a. **Fees.** Customer shall pay the fees agreed for the Software and Services, as set forth in the Quote. FileJet requires payment in full of its first invoice before providing the Software or Services. Thereafter, monthly or annually recurring fees shall be due on the first day of each calendar month. Invoices for Supplemental Services, if any, and/or other non-recurring amounts are due upon date of invoice. FileJet may change the monthly or annually recurring fees for the Software or Support Services on thirty (30) days' advance written notice. Payments must be made in United States dollars.
- b. **Additional Fees.** Customer may incur additional fees through its use of the platform, on a per transaction basis or otherwise. FileJet shall automatically charge such fees to Customer's credit card or via ACH on file with FileJet.

- c. **Collections.** FileJet may immediately suspend or discontinue any use of the Software or Services if any payment due hereunder is overdue. FileJet may charge interest on amounts that are overdue at the lesser of ten percent (10%) per annum or the maximum rate under applicable law. Customer shall pay FileJet's costs of collection of overdue amounts, including collection agency fees, attorneys' fees and court costs.
- d. **Early Termination.** Without limiting any other remedy available to FileJet arising from an early termination of the Agreement, in the event FileJet terminates the Agreement for Customer's breach of the Agreement, or Customer terminates the Software or Services, any and all unpaid fees due under the Agreement shall immediately become due on termination of the Software or Services.
- e. **Taxes.** Customer shall remit to FileJet all sales or similar tax imposed on the provision of the Software or Services (excluding taxes due on FileJet's income) regardless of whether FileJet fails to collect the tax at the time the related Software or Services are provided. Customer will provide such information and documentation reasonably requested by FileJet to determine whether FileJet is obligated to collect sales or similar tax from Customer.
- f. **Identity of Payor.** In the event that any fees under this Agreement are paid by Customer on behalf of a third party or as an agent acting on behalf of a principal (e.g. Customer is an attorney or law firm paying on behalf of a client), Customer hereby agrees to indemnify, defend, and hold FileJet, FileJet's affiliates, and each of their respective officers, directors, attorneys, agents, and employees harmless for, from and against any and all claims, requests for injunctive relief, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys' fees) brought by such third party or principal under any theory of legal liability arising out of or related to payments made by Customer to FileJet under this Agreement.

9. SUSPENSION OF SOFTWARE AND SERVICES. FileJet may suspend or cancel Software or Services to Customer without liability if: (i) FileJet reasonably believes that the Software or Services are being used in violation of the Agreement or applicable law; (ii) FileJet reasonably believes that the suspension of Software or Services is necessary to protect its network or its other customers; or (iii) requested by a law enforcement or government agency of competent jurisdiction. Where feasible, FileJet shall give Customer notice of a suspension or cancellation under this Section.

10. CONFIDENTIALITY.

- a. **Use and Disclosure.** Each party: (i) shall treat as confidential all Confidential Information provided by the other party; (ii) shall not use such Confidential Information except as expressly permitted under the terms of the Agreement or otherwise previously authorized in writing by the disclosing party; (iii) shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, reverse engineering, disassembly, decompiling, misuse or removal of such Confidential Information; and (iv) shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care to prevent the disclosure of the other party's Confidential Information as it uses to prevent the disclosure of its own Confidential Information, and shall in any event use no less than a reasonable degree of care.

- b. **Exceptions.** Notwithstanding the above, the receiving party's nondisclosure obligations shall not apply to information that: (i) was generally available to the public at the time it was disclosed, or becomes generally available to the public through no fault of the receiving party; (ii) was known to the receiving party at the time of disclosure as shown by written records in existence at the time of disclosure; (iii) was developed independently by the receiving party prior to the disclosure, as shown by written records in existence prior to the disclosure; (iv) is disclosed with the prior written approval of the disclosing party; (v) becomes known to the receiving party from a source other than the disclosing party without breach of the Agreement by the receiving party and in a manner which is otherwise not in violation of the disclosing party's rights; or (vi) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party shall provide reasonable advance notice to enable the disclosing party to seek a protective order.

11. PROPRIETARY RIGHTS.

- a. **Ownership of FileJet Services and Software.** Customer agrees that FileJet, its licensors or its suppliers retain all right, title and interest (including all patent, copyright, trade secret and other intellectual property rights in and to the Software, Services, Services deliverables and any and all related and underlying software (including interfaces created by FileJet), databases, technology, reports and documentation, and any adaptation, modification, derivation, addition or extension to the Software and Services. Except for the limited rights granted hereunder, nothing in the Agreement gives the Customer any right, title or interest in or to the Software, the Services or any related documents. Customer hereby unconditionally and irrevocably grants to FileJet an assignment of all right, title, and interest in and to the Usage Data, including all intellectual property rights relating thereto.
- b. **Ownership of Customer Data.** Customer owns and shall retain all ownership right, title, and interest in and to the Customer Data and any and all intellectual property rights embodied therein. FileJet shall have no right, title, or interest in or to the Customer Data other than the limited license rights expressly set forth in this Agreement.
- c. **Ownership of Usage Data.** Customer hereby unconditionally and irrevocably grants to FileJet an assignment of all right, title, and interest in and to the Usage Data, including all intellectual property rights relating thereto.
- d. **License to FileJet.** Customer hereby grants to FileJet and its affiliates a fully-paid up, non-exclusive, irrevocable, transferrable, worldwide right and license to process, reproduce, store, distribute, display, perform, modify, adapt, translate, create derivative works from, transmit, make available and otherwise use Customer Data during the Term in connection with FileJet's provision of the Software and Services and performance of FileJet's obligations under this Agreement.

12. REPRESENTATIONS AND WARRANTIES.

- a. **Reciprocal.** FileJet represents and warrants to Customer, and Customer represents and warrants to FileJet, that: (i) it has the power and authority and the legal right to enter into the Agreement and to perform its obligations under the Agreement; (ii) it has taken all necessary action on its part to authorize the execution and delivery of the Agreement; and, (iii) the execution and delivery of the Agreement and the performance of its obligations hereunder do not conflict with or violate applicable laws or regulations, and do not conflict with or constitute a default under its charter documents
- b. **Customer.** Customer represents and warrants to Filejet that: (i) the information Customer has provided for the purpose of establishing an account with Filejet is accurate; (ii) it has obtained from entities submitted by Customer the necessary board of director approvals and authorization to use the Services. By way of example, if Customer chooses Filejet as agent for service Services and related report filings for entities submitted by Customer, Customer represents and warrants that it has received the necessary board of director approvals and authorization to make such designation.

13. INDEMNIFICATION. Customer hereby indemnifies, defends, and holds FileJet, FileJet's affiliates, and each of their respective officers, directors, attorneys, agents, and employees harmless for, from and against any and all claims, requests for injunctive relief, demands, liabilities, obligations, losses, damages, penalties, fines, punitive damages, amounts in interest, expenses and disbursements of any kind and nature whatsoever (including reasonable attorneys' fees) brought by a third party under any theory of legal liability arising out of or related to any of the following: (i) actual or alleged use of the Software or Services in violation of: (a) the Agreement, or (b) applicable law, by any person regardless of whether such person has been authorized to use the Software or Services by Customer, and/or (ii) any dispute between persons who claim to have authority to act for Customer in connection with the control or use of Customer's account with FileJet.

14. DISCLAIMERS. FILEJET DOES NOT WARRANT OR REPRESENT THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, COMPLETELY SECURE, THAT ALL DEFECTS AND ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE AND SERVICES WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS OR EXPECTATIONS. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, FILEJET DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED IN THE AGREEMENT INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CUSTOMER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE SOFTWARE AND SERVICES CHOSEN. THE INFORMATION PRESENTED IN THIS CORRESPONDENCE AND IN THE PROVIDED DOCUMENTS FROM FILEJET FOR GENERAL INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE LEGAL ADVICE. THE INFORMATION PROVIDED SHOULD NOT BE RELIED UPON, OR USED AS A SUBSTITUTE FOR PROFESSIONAL LEGAL ADVICE FROM AN ATTORNEY YOU RETAIN TO ADVISE OR REPRESENT YOU. YOUR USE OF FILEJET'S INTERNET SITE AND/OR SERVICES DOES NOT CREATE AN ATTORNEY-CLIENT RELATIONSHIP. TRANSMISSION OF THIS CORRESPONDENCE AND THE PROVIDING OF THE ENCLOSED DOCUMENTS IS NOT INTENDED TO CREATE, AND RECEIPT OF IT DOES NOT CONSTITUTE, AN ATTORNEY-CLIENT RELATIONSHIP. FILEJET IS NOT A LAW FIRM, ACCOUNTING FIRM, OR PROFESSIONAL CONSULTING FIRM. NEITHER FILEJET NOR ANY OF ITS EMPLOYEES PROVIDE LEGAL, FINANCIAL, TAX PLANNING, OR OTHER PROFESSIONAL SERVICES OR ADVICE, AND YOU MUST NOT RELY UPON, USE OR CONSTRUE ANY SERVICES OR INFORMATION OBTAINED FROM FILEJET'S INTERNET SITE AS SUCH. IF LEGAL OR OTHER PROFESSIONAL ASSISTANCE IS NEEDED, WE RECOMMEND THAT YOU SEEK THE SERVICES OF A COMPETENT PROFESSIONAL. FILEJET'S INTERNET SITE, SOFTWARE, AND ITS CONTENTS ARE NOT A SUBSTITUTE FOR LEGAL ADVICE FROM AN ATTORNEY FAMILIAR WITH THE FACTS AND CIRCUMSTANCES OF YOUR SITUATION. NO CONFIDENTIAL RELATIONSHIP IS FORMED THROUGH USE OF THE SITE.

15. LIMITATION OF DAMAGES. The parties agree that the allocation of risk made in this section is reasonable and that the parties would not enter into the Agreement without said limitations. These limits shall apply to the fullest extent permitted by applicable law. FILEJET (NOR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS OR AFFILIATES) SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFIT, LOSS OF DATA, OR REPUTATIONAL DAMAGE) ARISING OUT OF OR RELATED TO THIS AGREEMENT OR FOR DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, EVEN IF FILEJET HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF

SUCH DAMAGES. THE MAXIMUM AGGREGATE MONETARY LIABILITY OF FILEJET AND ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, OR AFFILIATES, RELATING TO OR ARISING OUT OF THIS AGREEMENT UNDER ANY THEORY OF LAW (INCLUDING BREACH OF CONTRACT, TORT, STRICT LIABILITY, AND INFRINGEMENT) SHALL NOT EXCEED ONE (1) TIMES THE MONTHLY RECURRING FEE PAID UNDER THE QUOTE IN EFFECT AT THE TIME OF THE OCCURRENCE OF THE EVENTS GIVING RISE TO THE CLAIM.

16. PUBLICITY. Customer may not publicly use FileJet's name, logo, or other trade or service mark without FileJet's permission.

17. THIRD PARTY PRODUCTS. As a convenience to Customer, FileJet may arrange for Customer's purchase or license of third party software, services, and other products not included as part of the Software, and/or may provide support to Customer in relation to those products. FileJet makes no representations or warranty whatsoever regarding such third party products and related services and as between FileJet and Customer such software is provided "as is." Customer's use of third party software, services, and other products is governed solely by the terms of any license or other agreement between Customer and the third party.

18. NOTICE. Unless otherwise stated under the Agreement, any notices required under the Agreement to FileJet shall be given in writing via certified or guaranteed delivery carrier to: FileJet, Inc., Attn: Notice, 10440 Pioneer Blvd., Unit 8 Santa Fe Springs CA 90670, and any notices required under the Agreement to Customer shall be given via electronic mail or via certified or guaranteed delivery carrier to the individual designated on the Quote. Notices are deemed received on the day delivered, or if that day is not a Business Day, as of the beginning of the first Business Day following the day delivered.

19. ASSIGNMENT. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that FileJet may assign any or all of its rights and obligations hereunder to any of its subsidiaries or affiliates or to a successor in the event of a merger, acquisition or sale of or all substantially all of its assets without the written consent of Customer. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Any attempted assignment in contravention hereof shall be null and void.

20. GOVERNING LAW AND VENUE. This Agreement shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. Customer hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts Los Angeles County, California, USA in all disputes arising out of or related to the Agreement.

21. FORCE MAJEURE. Except for payment obligations hereunder, neither party shall be in default of any obligation under the Agreement if the failure to perform the obligation is due to natural disaster, war, riot, insurrection, epidemic; shortages or unavailability or other delay in delivery not resulting from the responsible party's failure to timely place orders therefore; electrical or power outages, utilities or other telecommunications failures; strikes or other organized labor action, or terrorist activity ("**Force Majeure Event**"). The party asserting that a Force Majeure Event has occurred will be excused on a day-to-day basis if it (A) used its commercially reasonable efforts to protect against such an event, and (B) uses its commercially reasonable efforts to mitigate or to remove the Force Majeure Event once it occurs.

22. MISCELLANEOUS.

- a. **Modifications.** Except as otherwise set forth in this Agreement, the Agreement may be amended only by a formal written agreement signed by both parties. The terms on Customer's purchase order or other business forms are not binding on FileJet.

- b. **Non-Waiver.** A party's failure or delay in enforcing any provision of the Agreement will not be deemed a waiver of that party's rights with respect to that provision or any other provision of the Agreement. A party's waiver of any of its rights under the Agreement is not a waiver of any of its other rights with respect to a prior, contemporaneous or future occurrence, whether similar in nature or not.
- c. **Construction.** The captions in the Agreement are not part of the Agreement, but are for the convenience of the parties. The use of the word "including" in the Agreement shall be read to mean "including without limitation."
- d. **Counterparts.** Any documents signed in connection with the Agreement may be signed in multiple counterparts, which taken together will constitute one original. Facsimile signatures or signatures on an electronic image, such as .pdf or .jpg format, shall be deemed to be original signatures.
- e. **Survival.** The following provisions will survive expiration or termination of the Agreement: fees, indemnity obligations and any provision that is made the basis of a claim for indemnification, confidentiality obligations, provisions limiting liability and disclaiming warranties, provisions regarding ownership of intellectual property, governing law and venue, notice, miscellaneous provisions, and other provisions that by their nature are intended to survive termination of the Agreement.
- f. **No Third Party Beneficiaries.** Except as otherwise explicitly set forth in this Agreement, there are no third party beneficiaries to the Agreement.
- g. **Severability.** In the event any term of this Agreement is held unenforceable by a court having jurisdiction, the remaining part of the Agreement will remain in full force and effect, provided that the Agreement without the unenforceable provision is consistent with the material economic incentives of the parties leading to the Agreement.
- h. **Relationship Between the Parties.** The parties are independent contractors and not partners or joint venturers. Neither party is the agent of the other and neither party may represent to any person that it has the power to bind the other on any agreement. The Agreement is non-exclusive. FileJet may provide service to any person, including a competitor of Customer.
- i. **Entire Agreement.** The Agreement is the complete and exclusive agreement between the parties regarding its subject matter and supersedes and replaces any prior agreement, understanding or communication, written or oral.