

DocuShare Go Terms and Conditions

These terms and conditions together with any additional terms and conditions and/or policies referenced and incorporated herein (“**Agreement**”) are a binding contract between DocuShare, LLC (“**DocuShare**,” “**We**,” “**Us**” or “**Our**”) and the person that accepts this Agreement (“**Customer**,” “**You**” or “**Your**”) (with Customer and DocuShare each also a “**Party**” and collectively the “**Parties**”). This Agreement governs Your access to and use of the DocuShare Go Service (the “**Service**”). If you register for an account on behalf of an entity, you hereby represent and warrant that you have the actual authority to bind such entity to the Agreement.

THIS AGREEMENT TAKES EFFECT UPON YOUR ACCEPTANCE HEREOF (the “**Effective Date**”) BY CLICKING THE “I ACCEPT” BUTTON BELOW OR BY ACCESSING OR USING THE SERVICE. BY CLICKING ON THE “I ACCEPT” BUTTON OR BY REGISTERING FOR A CUSTOMER ACCOUNT AND/OR ACCESSING OR USING THE SERVICE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND THAT YOU ACCEPT THIS AGREEMENT AND IRREVOCABLY AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, BY CLICKING ON THE “I ACCEPT” BUTTON YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION AND THAT YOU ACCEPT THIS AGREEMENT ON BEHALF OF THE ORGANIZATION AND AGREE THAT THE ORGANIZATION IS LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD NOT CLICK THE “I ACCEPT” BUTTON AND YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE SERVICE.

DOCUSHARE RESERVES THE RIGHT TO CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT BY POSTING MODIFIED TERMS AND CONDITIONS, ALONG WITH AN EFFECTIVE DATE FOR MODIFIED TERMS, PROVIDED THAT SUCH CHANGES WILL APPLY UPON THE START OF THE NEXT BILLING CYCLE. OTHERWISE, YOU AGREE THAT THE AGREEMENT BETWEEN YOU AND DOCUSHARE MAY ONLY BE MODIFIED BY A WRITTEN AMENDMENT SIGNED BY AN AUTHORIZED EXECUTIVE OF DOCUSHARE.

1. Definitions.

(a) “**Affiliate**” means Xerox Corporation (“**Xerox**”) or any present or future entity that Controls, is Controlled by, or is under common Control with Xerox.

(b) “**Business Partner**” means a licensor, affiliate, supplier, customer, agent, contractor, reseller or other channel intermediary or any other third-party having a contractual alliance with DocuShare or an Affiliate.

(c) “**Customer Account**” means an account created by a customer and used to access the Service.

(d) “**Customer Data**” means information, data, and other content (excluding Usage Data) in any form or medium, that is submitted, posted, uploaded, transferred or otherwise transmitted by or on behalf of Customer or any third-party through the Service.

(e) **“Documentation”** means user manuals, handbooks, and user guides and other end user documentation relating to the Service that are provided to Customer by DocuShare and its authorized agents relating to the Service.

(f) **“DocuShare Go Service” and the “Service”** means the content management services provided by DocuShare under this Agreement that are available at <https://go.docushare.com/>.

(g) **“DocuShare IP”** means the Service, the Documentation, and all intellectual property provided or accessible to Customer or any other third-party using a Customer Account in connection with the Service. For the avoidance of doubt, DocuShare IP includes any information that is derived from DocuShare's monitoring of Customer's access to or use of the Service.

(h) **“Term”** means the Initial Term and/or Renewal Term as defined in Section 17(a) of this Agreement.

(i) **“Third-Party Products”** means any products, content, services, information, websites, or other materials that are owned by parties other than DocuShare and Customer that are incorporated into, accessible through or used by the Service.

2. **Proprietary Rights**. The Service, any necessary software used in connection with the Service and any content or information presented to Customer through the Service, including the “Xerox,” “DocuShare Go” and “DocuShare” logos and other marks, graphics and logos used in connection with the Service, contain proprietary and/or confidential information, are protected by patent, copyright, trade secret and other proprietary rights and laws and/or are registered trademarks and/or service marks of DocuShare, an Affiliate or any Business Partners of the foregoing. DocuShare, its Affiliates and its Business Partners own all right, title, and interest in and to the Service, the Xerox® and DocuShare® trademarks and service marks and any and all technology and intellectual property rights relating to the Services. We grant to You no right or license to any intellectual property owned by DocuShare, Our Affiliates or Business Partners under this Agreement, except as expressly stated herein. Customer Data may be protected by patent, copyright, trademark, trade secret or other proprietary rights and laws. We claim no rights under this Agreement to Customer Data.

3. **Right to Access**. In order to use the Service, you must first register for one or more Customer Accounts. We shall approve Your use of Your email address and the necessary passwords and other access credentials to allow You to register a Customer Account and access the Service. By creating the Customer Account, you are responsible for maintaining the security of your Customer Account including, but not limited to, login credentials, security-keys and the correct configuration of access control lists) and You will not sell, sublicense or transfer them to any other person or entity. You are fully responsible for all activities that occur under your Customer Account, and any other actions taken in connection with your Customer Account regardless of whether the activities are authorized by You or are undertaken by You, Your employees or a third-party (including without limitation, Your agents and business partners). You agree to immediately notify Us of any unauthorized use of your Customer Account, or any other breaches of security of which you become aware. DocuShare will have no liability for any acts or omissions on your part, including any damages of any kind incurred as a result of such acts or omissions. You may not access the Service for any unauthorized purpose including, but not limited to, avoiding incurring Fees. Your Customer Account will be your main point of contact for the Service. Any notifications regarding the Service will be sent to the email address registered

with your Customer Account. We may limit Your access to or use of the Service if We have a reasonable basis to believe Your use of the Service is inconsistent with the information You provided to register for Your Customer Account.

4. **Use of Customer Accounts.** You are responsible and liable for all uses of the Service and Documentation resulting from access using Your Customer Account or by You, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, You are responsible for all acts and omissions of those who use Your Customer Account, and any act or omission by such a user that would constitute a breach of this Agreement if taken by You will be deemed a breach of this Agreement by You. You shall use Your best efforts to make all who use Your Customer Account aware of this Agreement's provisions as applicable to such user's use of Your Customer Account and the Service and shall cause such users to comply with such provisions.

5. **License.** Subject to and conditioned on Your payment of the Fees described in Section 8, and compliance with all other terms and conditions of this Agreement, DocuShare hereby grants a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to access and use the Service as described in the Documentation for the duration of the Term. You obtain no other rights under this Agreement from DocuShare or its licensors, including without limitation any related intellectual property rights, and all right, title and interest in and to the Service will remain solely with DocuShare, its Affiliates and its Business Partners. Portions of the Service may be provided to You under third-party licenses such as the Apache License, Version 2.0 or other separate license, in which case those licenses will govern the use of that portion of the Service.

6. **Documentation License.** Subject to the terms and conditions contained in this Agreement, DocuShare hereby grants You a non-exclusive, non-sublicensable, non-transferable license to use the Documentation during the Term solely for Your internal business purposes in connection with use of the Services. You may not use the Service or Documentation in any manner or for any purpose other than as expressly permitted by this Agreement.

7. **Use Restrictions.**

(a) You may not attempt to or (i) modify, alter, tamper with, repair, or otherwise create derivative works of any portion of the Service or Documentation (ii) reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in or used by the Service, (iii) access or use the Service in a way intended to avoid incurring Fees or exceeding usage limits or quotas, exceed or (iv) resell or sublicense the Service. During and after the Term, You will not assert, authorize, assist, or encourage any third-party to assert, any intellectual property infringement claim regarding the Service. You will not misrepresent or embellish the relationship between You and DocuShare or any of its Business Partners (including by expressing or implying the support, sponsorship, endorsement, or contribution to You or Your business endeavors). You will not imply any relationship or affiliation with DocuShare, its Affiliates or its Business Partners except as expressly permitted by this Agreement.

(b) You shall not and shall not permit any other person to use the Service, any software component of the Service or any Documentation for any purposes unless expressly authorized by this Agreement. You shall not at any time, directly or indirectly, and shall not permit any third-party to: (i) copy, modify, or create derivative works of the Service, any software component of the Service, or the Documentation, in whole or in part; (ii) rent, lease, lend, sell,

license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Service or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service, in whole or in part; (iv) remove any proprietary notices from the Service or Documentation; or (v) use the Service or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule. To the extent any such derivatives or other unauthorized data ("**Unauthorized Output**") are generated, You hereby grant all right, title and interest in such Unauthorized Output to DocuShare.

(c) You may not: (i) engage in any activity that interferes with, disrupts or attempts to gain unauthorized access to the Service, other user accounts, or servers, networks or products connected to or used to provide the Service; (ii) use Service for unlawful, fraudulent, offensive, or obscene activity or engage in conduct that; is unlawful, defamatory, libelous, invasive of another's privacy, violent or incites violence, threatening, tortious, abusive, harassing, hateful, racially or ethnically offensive, pornographic, obscene or otherwise objectionable; infringes, misappropriates or misuses any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party; or contains software viruses or any other computer code, files or programs that are designed or intended to disrupt, damage, limit the functioning of or obtain unauthorized access to any software or hardware device or the data residing on or passing through such software or hardware devices; or (iii) use the Service (A) to export any software or data in violation of applicable laws including U.S. laws; (B) for unauthorized access to or use of data, services, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network; (C) to plan or carry out any illegal activity; or (D) in any other manner that violates any applicable local, state, national, foreign, or international law. You will comply with all terms and conditions of this Agreement as well as all other applicable laws, rules, regulations, guidelines, standards, and requirements.

(d) You shall not: (i) access or use the Service to compete against DocuShare, its Affiliates or its providers or to create, train, or improve (directly or indirectly) a product or service similar to or will compete with the Service or with any component or Feature provided with the Service; (ii) access or use the Service or any component thereof for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive services; (iii) except as expressly permitted herein, make access to the Service available to any third-party through Your account; (iv) sell, resell, rent, lease, offer any time sharing arrangement, service bureau or any service based upon, the Service or any component thereof; (v) interfere with or disrupt the integrity, security or performance of the Service, any portion thereof or any third-party data contained therein; (vi) attempt to gain unauthorized access to the Service or any associated systems or networks; (vii) use the Service to process any protected health information as defined by the Health Insurance Portability and Accountability Act of 1996; (viii) use the Service to store or process any classified information (i.e., information given a security classification by a government body and protected against unauthorized disclosure under applicable law) or data subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State; or (ix) use the Service in furtherance of the violation of the rights of others.

(e) If DocuShare believes, in its sole discretion, that You have violated or attempted to violate this Agreement, or that Your use of the Service presents a material security risk, DocuShare may suspend access to the Service until the violation has been corrected.

DocuShare will use reasonable efforts to provide You with advance written notice prior to implementing such suspension and will work with You to resolve the underlying issue.

8. **Fees and Payment.**

(a) You are required to pay a fee for the right to access and use the Service (the “Fee”). You agree to pay the Fee specified on the invoice for Software and/or Support for the Initial Term prior to accessing the Service and when applicable, to pay for each Renewal Term as specified on the respective invoice. The Fee is exclusive of any local, state or federal sales, use or any other applicable taxes, the payment of which are your responsibility, and must be paid in US Dollars, unless otherwise stated on the invoice. .

(b) Except as otherwise expressly provided in this Agreement, any and all payments You make pursuant to this Agreement are non-refundable, and all commitments to make any payments hereunder are non-cancellable. We require up-front payment for the Service and all payments will be made without right of set-off or chargeback.

(c) If You access the Service without paying the required Fee, We may, without limiting Our other rights and remedies, impose a Service Suspension pursuant to Paragraph 24(b)(vii) without prior notice. If You fail to make the payment within thirty (30) days of the Service Suspension, Your Customer Account will be terminated and Your access to the Service will be denied. Customer shall reimburse DocuShare for all costs incurred in collecting any unpaid Fees or interest, including attorneys' fees, court costs, and collection agency fees. If the failure to pay the Fees continues for 10 days after the Service is activated, We may suspend access to the Service or any portion thereof to Customer's Account and all other until such Fees are paid in full.

(d) We reserve the right to terminate your right to access and use the Service for failure to timely pay amounts due. In order to dispute any amount billed to you for your use of the Service, you must do so within ten (10) days of being billed for such amounts, or you will be deemed to have waived your right to dispute such amounts.

(e) You acknowledge and agree that any billing and payment information that you provide to Us may be shared with companies who work on our behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment and servicing your Customer Account. We shall not be liable for any use or disclosure of such information by such third parties.

9. **Customer Data.**

(a) In connection with Your use of the Service, You may enable the introduction of Customer Data to and/or retrieve Customer Data from, the Service. You are fully responsible for the content, accuracy and completeness of such Customer Data, and any loss, liabilities or damages resulting from the Customer Data, regardless of the nature of the Customer Data including, without limitation, whether the Customer Data consists of, including but not limited to, data, text, graphics, audio, video, or computer software. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data. You are solely responsible for backing up or otherwise making duplicates of Customer Data. You represent and warrant that: (i) You own or have the necessary licenses to provide the Customer Data to Us, and that providing the Customer Data to, and use of the Customer Data by, Us as contemplated herein will not infringe the intellectual property rights of any third-party including

but not limited to, copyright, patent, trademark or trade secret rights; (ii) the Customer Data does not contain any executable computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, routines, files, scripts, agents or programs ("**Malware**"); (iii) You have, in the case of Customer Data that includes computer code, accurately categorized and/or described the type, nature, uses and effects of the Customer Data, whether requested to do so by Us or otherwise. You are solely responsible for verifying that Your use of the Service complies with any requirements under applicable law or regulation governing access to or use of the Customer Data; and (iv) Customer Data shall not violate any applicable law.

(b) You will ensure that Customer Data and any use of Customer Data from Your Customer Account will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data. DocuShare and its third-party providers have the right, but not the obligation, to monitor Customer Data uploaded to the Service and to audit Customer Data for the purpose of investigating and verifying potential abuse, but We are not responsible for any such Customer Data. We do not represent or imply that that such Customer Data is accurate, useful or non-harmful. You must take all precautions necessary to protect computer systems of DocuShare, its Affiliates and Business Partners from Malware and other destructive materials. DocuShare disclaims any responsibility for any harm resulting from any Customer Data provided by You.

(c) To the extent that You Communicate any Customer Data relating to an identified or identifiable individual ("**Personal Data**") to Us, or We obtain any Personal Data from You, We agree that We (and/or Our contractors) will not knowingly collect, access, use, store, disclose, transfer or otherwise process (collectively, "**Process**" or "**Processing**") any such Personal Data except (i) for the purposes of this Agreement, including without limitation, to implement and deliver the Service and its features and associated services, provide customer support, and help You prevent or address service or technical problems; (ii) as expressly permitted by You in this Agreement or otherwise; or (iii) as compelled by law. You shall make such disclosures, obtain such consents, provide such choices, implement such safeguards as required for compliance with, and You shall otherwise comply with, any applicable law, rule or regulation regarding the Processing of Personal Data of any individual whose Personal Data Processed is by You (including, without limitation, by disclosing the Personal Data to Us) in connection with Your use of or access to the Service and its features and associated services.

(d) We will not (i) disclose Customer Data to any government or third-party, or (ii) move Customer Data from the United States of America unless expressly stated in this Agreement, or (iii) access or use Customer Data; except in each case as necessary to maintain the Service, to monitor for and prevent abusive or harmful uses or outputs of the Service, to provide the Service to You or as necessary to comply with the law or a valid and binding order of a governmental or regulatory body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, We will give You reasonable Notice of any such legal requirement or order, to allow You to seek a protective order or other appropriate remedy.

(e) By submitting Customer Data to the Service, You hereby grant DocuShare a nonexclusive, worldwide, royalty-free, sub-licensable right to reproduce, modify, adapt, publish, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary solely for the purpose of enabling Us to provide You with the Service. If You wish to delete Customer Data from Your Customer Account, We will use

reasonable efforts to remove it, but You acknowledge that backups, caching or references to the Customer Data may not be made immediately unavailable.

(f) Any third-party content included in Customer Data shall be treated as Customer Data under this Agreement.

(g) The Services may permit access to Third-Party Products and such Third-Party Products may be subject to their own terms and conditions, as presented to You for acceptance within the Service by website link or otherwise. For example, certain features are subject to the terms and conditions that govern the use of Microsoft Azure at <https://azure.microsoft.com/en-us/support/legal>. Your use of such Third-Party Products constitutes acceptance of the applicable terms and conditions. If You do not agree to abide by the applicable terms for any such Third-Party Products, then You should not install, access, or use such Third-Party Products.

(h) If We become aware of any violation of Your obligations under this Agreement, We will immediately suspend Your access to the Service and the associated Customer Data.

10. **Usage Data.**

(a) DocuShare, its Affiliates and Business Partners shall have the right, but not the obligation, to monitor Customer's use of the Service and collect and compile data and information other than Customer Data that is related to Customer's use of the Service in an aggregated and anonymized manner ("**Usage Data**"). Usage Data is generally technical but may include limited Personal Data such as IP/MAC addresses and identifiers (including cookies). Usage Data may be automatically collected and reported by the Service. It will not be shared with third parties in a manner attributable to You. Usage Data may be used for purposes including, but not limited to, facilitating the delivery of the Service, managing and monitoring infrastructure, supporting the Service, learning about your use of the Service and about the systems and related environment from which you access the Service and for analyzing and improving the Service and for security, support, product and operations management, research and development and other purposes as deemed acceptable by Us.

(b) You grant to DocuShare a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display derivatives of Customer Data included with the Usage Data.

(c) As between DocuShare and Customer, all right, title, and interest in Usage Data, and all intellectual property rights therein, belong to and are retained solely by DocuShare. You acknowledge that DocuShare may compile Usage Data based on Customer Data input into the Service. You agree that We may (i) make Usage Data publicly available in compliance with applicable law, and (ii) use Usage Data to the extent and in the manner permitted under applicable law, provided that such Usage Data does not identify Customer or disclose any of Customer's Confidential Information.

11. **Confidential Information.**

From time to time during the Term, DocuShare and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information[, whether orally or in written, electronic, or other form or media/in written

or electronic form or media,] [that is/[and] whether or not] marked, designated, or otherwise identified as “confidential” at the time of disclosure (collectively, “**Confidential Information**”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third-party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees[, agents, or subcontractors] who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder [and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement]. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

12. **Privacy and Data Administration.**

(a) By using the Service, you acknowledge, agree and consent that the Customer Account Information provided as part of your Customer Account creation may be shared by DocuShare with its Affiliates and Business Partners and that such Customer Account Information may be processed by third-parties authorized by Us. You agree that you control the data provided as such Customer Account Information and We are the data processor. By providing such information, you consent to the processing of your Customer Account Information on a global basis by DocuShare, its affiliates, agents and subcontractors for the purposes of administering the Service, to generate Usage Data as described in this Agreement. Your use of the Service and any data collected or used pursuant to this Agreement is subject to our privacy policy posted at <https://carear.com/privacy-policy/> (“**Privacy Policy**”), which is subject to change from time-to-time at Our sole discretion. Except as expressly set forth herein, DocuShare complies with its Privacy Policy in providing the Service. By accessing, using, and providing information to or through the Service, You acknowledge that You have reviewed and accepted our Privacy Policy, and You consent to all actions taken by us with respect to Your information in compliance with the then-current version of our Privacy Policy.

(b) DocuShare may need to disclose your Customer Account Information or your Customer Data: (i) to Resellers and/or Developers in the course of developing, providing, managing, administering and improving the Service; (ii) when We believe, in good faith, that disclosure is necessary to protect its rights under this Agreement, to protect the safety of others, to investigate fraud or other illegal activity, or to law enforcement or government agency if required by a subpoena or other compulsory legal process; (iii) as required by law; and/or (iv) in the event of a merger, acquisition or reorganization of DocuShare or a relevant portion of its assets, to the acquiring or surviving entity. For the purpose of developing, providing, operating, maintaining and/or improving DocuShare products and services, associated functionality and the customer experience, you acknowledge and agree that We may use your Customer Account

Information and cookies, embedded links and other commonly used data gathering tools to collect, compile, analyze, copy, publish, display and distribute, statistical data, trends Usage Data and other information respecting use of the Service by you and your Customer Account.

(c) You agree that you will comply with applicable data privacy laws and regulations in any and all jurisdictions, with respect to all personal data collected, accessed, processed and used by you, and submitted to the Service, including making any required notifications to, or obtaining required consents from, third parties in relation to the processing of personal data in connection with the Service. You are solely responsible for determining the suitability of for your use in light of any applicable regulations and our Privacy Policy.

13. **Feedback.** As between You and DocuShare, (a) DocuShare owns all right, title, and interest, including all intellectual property rights, in and to the Service and (b) You own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If You or any of Your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), DocuShare, its Affiliates and Business Partners shall be free to use such Feedback without restriction irrespective of any other obligation or limitation between You and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on Your behalf, and shall cause Your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to You or any third-party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

14. **Limited Warranty and Warranty Disclaimer.**

(a) DocuShare represents and warrants to Customer that the Services will perform substantially in accordance with the Documentation. We do not make any representations or guarantees regarding uptime or availability of the Service unless specifically identified in the Service Levels. The remedies set forth in the Service Levels are Customer's sole remedies and DocuShare's sole liability under the limited warranty set forth in this Section 14(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) **Customer Warranty.** You warrant that You own all right, title, and interest, including all intellectual property rights, in and to or have the appropriate permission to use Customer Data and that both the Customer Data and Your use of the Service are in compliance with every relevant acceptable use policy ("**AUP**").

(c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION ABOVE, OR AS OTHERWISE REQUIRED BY LAW THE SERVICE IS PROVIDED "AS IS" AND WE SPECIFICALLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR QUIET ENJOYMENT, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WE MAKE NO WARRANTY OF ANY KIND THAT THE SERVICE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS OR OPERATE WITHOUT INTERRUPTION, WILL

BE ERROR FREE, OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, WILL ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD-PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

15. **Indemnification.**

Customer shall indemnify, hold harmless, and, at Our option, defend DocuShare, its officers, directors, employees, agents, Affiliates, successors, Business Partners, licensors and assigns from and against any and all Losses arising from or relating to any claim by a third-party (a) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates any of such third-party's intellectual property rights; or (ii) based on any misconduct or use of the Service by Customer's or via Customer's Account in a manner not authorized by this Agreement; provided that Customer may not settle any third-party claim against Us unless DocuShare consents to such settlement, and further provided that DocuShare will have the right, at its option, to defend itself against any such third-party claim or to participate in the defense thereof by counsel of its own choice. Customer shall also indemnify, hold harmless, and, at Our option, defend DocuShare, its officers, directors, employees, agents, affiliates, successors, Business Partners, licensors and assigns from and against any and all Losses arising from or relating to any (b) violation of applicable law by You, End Users, Customer Data or other information provided by You; (c) alleged infringement or misappropriation of any third-party rights by Customer Data or other information provided by You, or by the use, development, design, production, advertising or marketing of Customer Data or other information provided by You; or (d) dispute between Customer and any third-party.

16. **Limitations of Liability.** IN NO EVENT WILL DOCUSHARE BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL DOCUSHARE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DOCUSHARE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR \$1000.00, WHICHEVER IS LESS. The exclusions and limitations in this Section 16 do not apply to Customer's obligations under Sections 4 and 7.

17. **Term and Termination.**

(a) **Term.** The Initial Term of this Agreement begins on the Effective Date and continues for the period stated on the invoice. After the Initial Term, this Agreement may be

renewed for successive one-year periods (each a “**Renewal Term**”) or as otherwise indicated by mutual written agreement of both Parties.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) You may terminate this Agreement at any time by canceling the Customer Account you created pursuant to this Agreement. Termination of this Agreement shall not release you from any obligations undertaken by You under this Agreement, or from any obligations to pay DocuShare for any outstanding fees. You will not receive any refunds by canceling your Customer Account.

(ii) either party may terminate this Agreement, effective on written notice to the other party, if the other party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured for 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(iii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination.

Upon termination of this Agreement

(i) Customer’s access to the Service shall be terminated upon expiration of the Term. No expiration or termination of this Agreement will affect Customer’s obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund. Customer is solely responsible for deleting or retrieving Customer Data from the Service prior to termination of the applicable Customer Account for any reason.

(ii) DocuShare is authorized to delete Customer’s account and related Customer Data and We shall have no further obligation with respect to retention of Customer Data after account termination. Customer agrees that DocuShare shall not be liable to Customer or to any third-party for any termination of Customer access to the Service or deletion of Customer Data, provided that We are in compliance with the terms of this Section **Error! Reference source not found.** All data shall be deleted from the servers after the account is terminated and from back-ups during scheduled back-up rotation. DocuShare shall not restore, provide on any storage media or send out any data pertaining to terminated accounts.

(d) Survival. This Section 17(d), Sections **Error! Reference source not found.** - 13, **Error! Reference source not found.**, 16, 21, 23 and 24(a), and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and

context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

18. **Modifications to the Agreement.** DocuShare has the right, in its sole discretion, to modify this Agreement from time to time. You will be notified of modifications to this Agreement via with a pop up and link to a new/updated Agreement and by selecting the “I Accept” button or other acknowledgement You represent that You have read and You understand the new Agreement and You irrevocably agree to be legally bound by its terms, which shall become effective at the start of the next billing cycle. Your failure to accept the new Agreement, will result in cancellation of Your Customer Account and Termination of this Agreement under Section 17(b) above.

19. **Modifications to the Fees.** DocuShare has the right, in its sole discretion, to change the Fees and its payment policies at any time. In the event any such changes are made they will apply upon the start of the next billing cycle. Changes to the Fee or payment policies will be posted via the Service and/or through any of our established communication channels along with the effective date for the change in Fee.

20. **Modifications to the Service.** DocuShare may change or discontinue the Service or change or remove functionality of any or all of the Service from time to time. We will provide at least thirty (30) days' advance notice of changes to any service level that We reasonably anticipate may result in a material reduction in quality or services. DocuShare will provide at least 90 days' notice if it decides to discontinue the Service or functionality of the Service that it makes generally available to customers, unless the Service discontinuation is necessary to address an emergency or threat to the security or integrity of DocuShare, any Affiliates or Business Partners, to respond to claims, litigation, or loss of license rights related to third-party intellectual property rights, or to comply with the law or requests of a government entity.

21. **Export Regulation.** The Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations, the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. You shall not, directly or indirectly, export, re-export, or release the Service or the software or technology included in the Service to or make the Service or the software or technology included in the Service accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Service or the software or technology included in the Service available outside the US. Customer is solely responsible for compliance with applicable laws related to the manner in which Customer chooses to use the Service, including (i) Customer's transfer and processing of Customer Data, (ii) the provision of Customer Data to End Users, and (iii) specifying the AWS region in which any of the foregoing occur.

22. **US Government Rights.** Each of the software components that constitute the Service and the Documentation is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if You are an agency of the US Government or any contractor therefor, You receive only those rights with respect to the Service and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and

their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

23. **Governing Law and Jurisdiction.** This agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of New York and County of New York, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

24. **Miscellaneous.**

(a) **Reservation of Rights.** DocuShare reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third-party any intellectual property rights or other right, title, or interest in or to the DocuShare IP.

(b) **Suspension.** Notwithstanding anything to the contrary in this Agreement, DocuShare may temporarily suspend Customer's Account or other and access to any portion or all of the Service if: (i) Customer's use of the Service (A) disrupts or poses a security risk to DocuShare or its Affiliates, the Service or to any third-party, (B) risks adversely impacting the Service, or any computer network, system, data or other property or technology belonging to DocuShare, its Affiliates or any third-party or (C) risks subjecting DocuShare, its Affiliates or Business Partners to liability; (ii) Customer is using the Services or allowing use of the Customer Account for fraudulent or illegal activities; (iii) any vendor of DocuShare has suspended or terminated DocuShare's access to or use of any Third-Party Products required to enable Customer to access the Service; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) DocuShare's provision of the Service to Customer or any use of or access to the Customer Account is prohibited by applicable law; or (vi) Customer is not in compliance with the Proprietary Rights provisions of this Agreement; or (vii) Customer fails to pay for the Service (any such suspension described in (b)(c) subclause (A), (B), or (C), a **"Service Suspension"**). DocuShare shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. DocuShare shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DocuShare will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other may incur as a result of a Service Suspension or suspension of Customer's Account.

(c) **Effect of Suspension.** If DocuShare suspends Customer's right to access or use any portion of the Service Offerings: (1) Customer remains responsible for all fees and charges Customer incurs during the period of suspension; and (2) Customer will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

(d) **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to the Xerox General Counsel at the address of our corporate headquarters, which is available at <https://www.xerox.com/en-us/about/contact-us> and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, You hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Service. You agree that any notices, agreements, disclosures, or other communications that we send to You electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure by Us to act with respect to a breach of this Agreement by You or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to You and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

Additional Terms for Use of the DocuShare Go AI Features.

Docushare Go contains the following “**AI Features**”

- ContentAssistant Search
- Advanced Data Extraction
- Cabinet
- Generate Summary / Document Summarization

Portions of the **AI Features** use the Azure OpenAI Service provided by Microsoft Corporation. For detailed information about the Azure OpenAI Service, see [Limited access to Azure OpenAI Service - Azure AI services | Microsoft Learn](#). The terms and conditions that follow, together with those provided above, apply to Your use of the AI features.

1. By using the AI Features, You represent and warrant that You understand and agree to adhere to the [Code of Conduct for Microsoft AI Services | Microsoft Learn](#).
2. Customer Data You submit to the AI Features will be subject to the **Microsoft Privacy Statement** posted at <https://privacy.microsoft.com/en-us/privacystatement> and the **Microsoft Privacy & Security Terms for Microsoft Azure Core Services** posted at <https://www.microsoft.com/licensing/terms/product/PrivacyandSecurityTerms/MCA> (the “**Microsoft Azure Privacy & Security Terms**”), which also govern the commitments related to the location of processing and storage of Customer Data submitted to the AI Features. In the event of a conflict between the Microsoft Privacy Statement and/or the Microsoft Azure Privacy & Security Terms and the terms and conditions of Paragraph 9(c) above, the terms of this Paragraph shall control with respect to Your use of the AI Features.