

## WEB APPLICATION SERVICES AGREEMENT

This Web Application and Services Agreement (“**Agreement**”) is entered into between Documoto, Inc., DBA Documoto, a Delaware corporation (“**DOCUMOTO**”) and the entity specified as the “**Company**” on the signature page of this Agreement (“**COMPANY**”).

DOCUMOTO and COMPANY have entered into (or will enter into) one or more Quotes (as defined below) relating to the Web Application and Software (each as defined below).

This Agreement sets forth the terms and conditions under which DOCUMOTO is willing to provide COMPANY with a limited right to access and use the Web Application and Software for COMPANY’s own business purposes as set forth in the initial Quote attached hereto as **Schedule A** and any other Quotes entered into by DOCUMOTO and COMPANY under this Agreement.

The parties, by their authorized representatives, have entered into and agreed to be legally bound by this Agreement as of the Effective Date.

### 1. DEFINITIONS.

**1.1 “Content”** means data, information, documents images, media, or other content and materials uploaded, published, displayed, linked to, stored, or otherwise made available by or on behalf of the COMPANY on or through the Web Application or Software, including, but not limited to, parts catalogs, PDF or other files.

**1.2 “IPR”** means all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, rights in patent (and patent applications), moral rights, rights in data and databases, and contract rights.

**1.3 “Quote”** means the initial quotation attached to this Agreement as **Schedule A** and any additional quotations relating to the Web Application, Software or any services entered into by the parties under this Agreement.

**1.4 “Software”** means DOCUMOTO’s proprietary the *Documoto Publishing Suite* of software and any other Documoto software provided for use in connection with the Web Application.

**1.5 “Specifications”** means all applicable specifications for the Web Application and Software available at [support.documoto.com](http://support.documoto.com).

**1.6 “Support”** means the support services for the Web Application and Software set forth in **Schedule B** and any additional support services for the Web Application and Software purchased by COMPANY under a Quote entered into by the parties under this Agreement.

**1.7 “Web Application”** shall mean DOCUMOTO’s proprietary *Documoto* web application.

**2. ACCESS TO THE WEB APPLICATION.** Subject to the terms of this Agreement, and provided that COMPANY remains in compliance with this Agreement, DOCUMOTO will grant to COMPANY a limited, non-exclusive, non-transferrable, non-sublicensable right to access and use the Web Application via the Internet during the term of this Agreement solely for COMPANY’s own internal business purposes.

**3. LICENSE GRANT TO THE SOFTWARE.** Subject to the terms of this Agreement, and provided that COMPANY remains in compliance with this Agreement, DOCUMOTO will grant to COMPANY, a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the Software during the term of this Agreement solely in executable code form and only for COMPANY’s own internal business purposes in connection with COMPANY’s access to and use of the Web Application.

**4. COMPANY ACCOUNT.** COMPANY will be permitted to access and use the Web Application solely through the account on the Web Application established for COMPANY (COMPANY’s “**Account**”). COMPANY will be permitted to allow employees and contractors of COMPANY to access and use the Web Application solely through COMPANY’s Account. All access to the Web Application through COMPANY’s Account will be deemed to have been completed by COMPANY. COMPANY remains fully responsible for all fees, costs, liabilities, or damages incurred through access to or use of the Web Application through COMPANY’s Account.

**5. SUPPORT.** Subject to the terms of this Agreement and DOCUMOTO’s standard Support policies available at [support.documoto.com](http://support.documoto.com), and provided that COMPANY remains in compliance with this Agreement, DOCUMOTO will provide COMPANY with Support for the Web Application and Software during the term of this Agreement. Unless COMPANY purchases additional Support from DOCUMOTO by entering into a Quote for such additional Support under this Agreement, all Support services will be as set forth in **Schedule B**. Except as is set forth in **Schedule B** and any such Quote for additional Support services purchased by COMPANY under this Agreement, DOCUMOTO is under no obligation to provide COMPANY with maintenance or support services relating to the Web Application or Software.

**6. ADDITIONAL SERVICES.** Upon request by COMPANY and subject to written agreement by DOCUMOTO, DOCUMOTO will provide COMPANY with additional consulting, development, or other professional services relating to the Web Application and Software during the term of this Agreement. The performance of all such additional services will be as mutually agreed by the parties in a written statement of work mutually agreed to by the parties under this Agreement (a “**Statement of Work**”). All such additional services will be subject to the terms of this Agreement and the applicable Statement of Work. All additional services will be provided at DOCUMOTO’s then-current rates for those services or such other rates as may be set forth in the Statement of Work applicable to those services (and COMPANY agrees to pay DOCUMOTO all such fees). No Statement of Work will be valid unless agreed to in writing by both parties.

**7. RESTRICTIONS.** In accepting the license granted by DOCUMOTO, COMPANY agrees that the Web Application and Software, and the databases, software, hardware, and other technology used by or on behalf of DOCUMOTO to provide the Web Application and Software (collectively, the DOCUMOTO “**Technology**”), and their structure, organization and underlying data, information, and source code, constitute valuable trade secrets of DOCUMOTO and its licensors. As a condition to the use of and access to the Web Application and Software, COMPANY that it shall not, and will not permit any third party to: (1) access or use the Web Application or and Software except as expressly agreed permitted in this Agreement; (2) exceed any the limits on access to or use of the Web Application or Software set forth herein or in any Quote, Statement of Work, or other documentation relating to the Web Application or Software provided by DOCUMOTO; (3) use the Web Application or and Software, or any the information provided by or through DOCUMOTO, for a competitive evaluation or application, directly or indirectly, for the benefit of another party; (4) modify, revise, adapt or create derivative works based upon the Web Application or Software; (5) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or method of operation for the Web Application or Software; (6) use the Web Application or Software for the benefit of any third party or make the Web Application or Software available to any third party, whether through a hosting, sublicense, lease, rental, loan, or other arrangement; (7) sell, convey, assign, pledge, or otherwise transfer or in any way encumber this Agreement or any right to access or use the Web Application or Software; (8) circumvent or overcome (or attempt to circumvent or overcome) any technological protection measures intended to restrict access to any portion of the Web Application or Software; (9) interfere in any manner with the operation or hosting of the Web Application or Software or attempt to gain unauthorized access to the Web Application or Software; (10) use automated scripts or processes to collect information from or otherwise interact with the Web Application or Software; or (11) access or use the Web Application or Software for any purpose that is illegal in any way or that advocates illegal activity. All use of the Web Application and Software will be in accordance with any applicable documentation provided by DOCUMOTO.

### 8. FEES AND PAYMENT; TAXES.

**8.1** COMPANY agrees to pay the fees and other charges included in any Quote entered into under this Agreement (“**Fees**”). All Fees will be invoiced as indicated in the applicable Quote. If an applicable Quote does not specify applicable payment terms, the Fees under that Quote will be invoiced annually by DOCUMOTO during the term of this Agreement. All Fees will be payable in immediately available U.S. funds within 30 days of the date of invoice. All Fees will be non-refundable once paid to DOCUMOTO. Any Fees due, owing, and unpaid in excess of 30 days after invoice shall bear interest at a rate equal to the lesser of 1% per month or the maximum rate permitted by law. DOCUMOTO reserves the right to change any portion of the Fees per the then current price summary prior to any renewal of this Agreement, renewal of this Agreement will serve as COMPANY’s agreement to such change, and such changes will take effect at the beginning of the subsequent renewal term of this Agreement.

**8.2** All amounts payable by COMPANY under this Agreement are net of any applicable local, state, federal or foreign taxes, assessments, duties or other governmental charges of any kind or nature. COMPANY is solely responsible for

any such taxes or other charges that are or may become due by reason of this Agreement (other than taxes based upon DOCUMENTO's net income).

**8.3** COMPANY will maintain complete and accurate records with respect to COMPANY's use of the Web Application and Software. During the term of this Agreement and for a period of 1 year thereafter, DOCUMENTO will have the right, during normal business hours, upon reasonable notice to COMPANY, but not more than twice during any 12 month period, to inspect COMPANY's facilities and records relating to the Web Application and Software for purposes of verifying COMPANY's compliance with the terms of this Agreement. Any inspection will be conducted at DOCUMENTO's expense, unless the inspection reveals that COMPANY has underpaid the amounts owed to DOCUMENTO under this Agreement by 5% or more for the period inspected or has otherwise failed to comply with the terms of this Agreement, in which case COMPANY will reimburse DOCUMENTO for all reasonable costs and expenses incurred by DOCUMENTO in connection with such inspection. In addition, COMPANY will promptly pay to DOCUMENTO any amounts shown by any such inspection to be owing plus interest.

**9. TERM.** The term of this Agreement shall commence as of the Effective Date below and shall continue until terminated as set forth in Section 10.

#### **10. TERMINATION.**

**10.1** Either party may terminate this Agreement immediately upon notice to the other party if the other party: (a) materially breaches this Agreement and fails to remedy such breach within 30 days after receiving notice of the material breach from the other party, such notice describing the material breach in reasonable detail; or (b) materially breaches this Agreement in a manner that cannot be remedied. In addition, DOCUMENTO may terminate this Agreement upon 12 months prior notice to COMPANY.

**10.2** This Agreement will terminate at any time there has been no current Quote pending or active under this Agreement for a period of 2 years.

**10.3** DOCUMENTO may suspend COMPANY's access to and use of the Web Application following any actual or suspected breach of this Agreement, if deemed reasonably necessary by DOCUMENTO to prevent any damage, injury, or harm to DOCUMENTO, the Web Application, any other DOCUMENTO customer, or any third party, until such time as COMPANY provides DOCUMENTO with reasonable assurances that COMPANY has cured such breach.

**10.4** Upon any termination or expiration of this Agreement: (a) all then-existing or pending Quotes under this Agreement will terminate; (b) all rights and licenses granted to COMPANY under this Agreement will terminate; (c) DOCUMENTO may cease providing access to the Web Application and any other services under this Agreement; (d) COMPANY shall cease all access to and use of the Web Application and Software; (e) COMPANY will, at the option of DOCUMENTO, return to DOCUMENTO or destroy any deliverables, documentation or other information provided to COMPANY under this Agreement; and (f) all Fees and other amounts then owed under this Agreement will become due and payable to DOCUMENTO. Upon the request of DOCUMENTO an officer of COMPANY will certify in writing to COMPANY's compliance with the terms of this Section.

**10.5** Upon termination or expiration of this Agreement, DOCUMENTO shall, at COMPANY's request, provide COMPANY with a complete copy of all COMPANY Content then stored through the Web Application. DOCUMENTO will be under no other additional obligation to retain any COMPANY Content held by DOCUMENTO or through the Web Application or Software.

**10.6** Sections shall survive termination or expiration of this Agreement: 1, 7, 9, 10, 11, 12, 14, 15, 18, and 19.

**11. CONFIDENTIAL INFORMATION.** For purposes of this Agreement, "Confidential Information" means all nonpublic information disclosed or made available under this Agreement that relates to either party's technology, finances, operations, customers, or business. The Confidential Information of DOCUMENTO also includes, but is not limited to, the terms of this Agreement and the Web Application and Software. Each party will treat all Confidential Information of the other party with the same degree of care as it treats its own confidential information which, in no event, will be less than reasonable care. Both parties agree to hold the Confidential Information of the other party in confidence and disclose the Confidential Information of the other party only to those of its employees and contractors who have a need to know the Confidential Information for purposes of this Agreement and who are bound by an obligation of confidentiality at least as protective of the Confidential Information as the terms of this Agreement. Neither party will disclose the Confidential Information of the other party to any third party without such party's prior written consent. All Confidential Information of each party shall remain the sole property of that party. Information will not be considered Confidential Information if such information: (1) becomes available to the public other than by a breach of this Agreement; (2) is rightfully received by either party from a third party not in breach of any

obligations of confidentiality; (3) is independently developed by a party without access to Confidential Information of the other party, as established by written documentation; or (4) is previously known to either party at the time of disclosure. Notwithstanding the foregoing, each party will be allowed to disclose Confidential Information of the other party solely to the extent that such disclosure is required by law or by the order of a court or similar judicial or administrative body of competent jurisdiction, provided that the party notifies the other party of such required disclosure promptly and in writing and cooperates with the other party in any lawful action to contest or limit the scope of such required disclosure.

#### **12. OWNERSHIP.**

**12.1** COMPANY acknowledges that the Web Application, Software, Documoto Technology, and any derivatives, modifications, improvements or enhancements thereof or thereto, created by either party, either alone or with the other party or any third party, and all IPR therein or relating thereto, are and will remain the sole and exclusive property of DOCUMENTO and its licensors. COMPANY agrees to and does hereby make all assignments necessary to provide DOCUMENTO with the ownership rights set forth in this Section. COMPANY will perform all acts reasonably necessary to assist DOCUMENTO in perfecting and defending DOCUMENTO's ownership interest in the Web Application, Software and DOCUMENTO Technology.

**12.2** Except as expressly granted in this Agreement, DOCUMENTO grants no rights or licenses to COMPANY (whether by implication, estoppel, or otherwise) in or to the Web Application, Software, DOCUMENTO Technology, or any IPR therein or relating thereto and reserves all rights not expressly granted to COMPANY under this Agreement. COMPANY shall not alter, obscure or remove any copyright notice, copyright management information or other proprietary notice or legend contained in or on any portion of the Web Application or Software.

**13. COMPANY CONTENT.** As between COMPANY and DOCUMENTO, all COMPANY Content is and shall remain at all times the sole and exclusive property of COMPANY. COMPANY is solely responsible for all COMPANY Content. DOCUMENTO is not responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of COMPANY Content. COMPANY agrees that DOCUMENTO is only acting as a passive conduit with respect to the COMPANY Content. DOCUMENTO expressly disclaims any and all liability in connection with any COMPANY Content. COMPANY agrees that under no circumstances will DOCUMENTO be liable in any way for any COMPANY Content in providing the Web Applications, Software, or any Support or other services hereunder. COMPANY will not make available to DOCUMENTO any COMPANY Content that would constitute an infringement or misappropriation of the IPR or any other rights of any third party, or that would cause DOCUMENTO to violate and applicable law, rule, or regulation, if used by DOCUMENTO as contemplated by this Agreement. By making available any COMPANY Content to DOCUMENTO, COMPANY grants to DOCUMENTO all rights necessary for DOCUMENTO to use the COMPANY Content to provide COMPANY with access to the Web Application and Software and all other services under the terms of this Agreement.

#### **14. REPRESENTATIONS AND WARRANTIES.**

**14.1** Each party represents, warrants, and covenants to the other party that: (a) it has and will continue to have during the term hereof, all rights, power, and authority necessary to enter into this Agreement and perform all of its obligations under this Agreement; (b) the performance of its obligations and exercise of its rights under this Agreement does not and will not violate any federal, state, or local laws, rules, and regulations applicable to such party's performance, any rights of any third party, or any agreement by which such party is bound; and (c) it will procure all rights, certificates, licenses, permits or other approvals required for its performance under this Agreement.

**14.2** DOCUMENTO represents and warrants to COMPANY that during the term of this Agreement DOCUMENTO will use commercially reasonable efforts to maintain and verify that the Web Application and Software operate in accordance with the applicable Specifications. DOCUMENTO's sole obligation and COMPANY's sole and exclusive remedy in the event of any failure by DOCUMENTO to comply with the foregoing sentence will be for DOCUMENTO to, at its option: (a) remedy the failure and, as applicable, re-perform any affected services; or (b) refund to COMPANY the portion of any Fees attributable to the affected services.

**14.3** DOCUMENTO represents and warrants to COMPANY that during the term of this Agreement, DOCUMENTO will use commercially reasonable measures to monitor all Software which DOCUMENTO furnishes the COMPANY for viruses, worms, Trojan horses or other harmful computer code.

**14.4** DOCUMENTO represents and warrants to COMPANY that during the term of this Agreement any additional services provided by Documoto will be performed in accordance with any Statement of Work under this Agreement applicable to those services.

**14.5** COMPANY represents and warrants to DOCUMOTO that during the term of this Agreement COMPANY has and will maintain all right, title, and interest, and will obtain all consents and other permissions, in and relating to the COMPANY Content necessary and appropriate to allow DOCUMOTO to use the COMPANY Content for purposes of operating and providing the Web Application, Software, Support, and any other services under this Agreement.

**15. DISCLAIMER OF WARRANTIES.** Except for the warranties expressly provided in Section 14, the Web Application, Software and other services provided under this Agreement are provided on an "AS IS" basis without representations or warranties of any kind. DOCUMOTO does not warrant that the Web Application, Software, or any other services will meet COMPANY's requirements, that the operation of the Web Application, Software, or other services will be uninterrupted and error-free, or that the Web Application, Software or other services will operate in combination with any other hardware, software or systems not supplied by DOCUMOTO. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, DOCUMOTO MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED.

**16. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR STRICT LIABILITY), SHALL DOCUMOTO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND LOSS OF DATA, THAT RESULT FROM THIS AGREEMENT OR THE USE OR INABILITY TO USE THE WEB APPLICATION OR SOFTWARE, EVEN IF DOCUMOTO OR ANY OF ITS AUTHORIZED REPRESENTATIVE'S HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DOCUMOTO'S TOTAL LIABILITY TO COMPANY FOR ANY LIABILITY, DAMAGE, LOSS, OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR STRICT LIABILITY) EXCEED THE FEES PAID BY COMPANY (EXCLUDING PROFESSIONAL SERVICES) UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE ABOVE-STATED LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

**17. INDEMNIFICATION.**

**17.1 Infringement Indemnity.** DOCUMOTO agrees to defend, indemnify and hold COMPANY harmless against any and all damages, costs, liabilities, expenses and settlement amounts incurred in connection with any suit, claim, or action by any third party, arising prior to termination of this Agreement, alleging that the Web Application or Software furnished under this Agreement when accessed and used by COMPANY within the scope of this Agreement, infringe a U.S. copyright or misappropriate a trade secret enforceable in the U.S. The foregoing indemnity obligation shall not extend to any claims of infringement or misappropriation arising out of or related to any: (a) modification of the Web Application or Software by anyone other than DOCUMOTO without DOCUMOTO's prior written consent; or (b) combination of the Web Application or Software with any third party software, hardware, system or service where such infringement would not have occurred but for such combination. If the Web Application and Software is held or are believed by DOCUMOTO to infringe, DOCUMOTO may, at its sole option and expense, elect to: (i) modify the Web Application or Software so that they are non-infringing; (ii) replace the Web Application or Software with non-infringing alternatives, provided the alternatives are functionally equivalent or superior in performance; (iii) obtain a license for COMPANY to continue to use the Web Application or Software; or (iv) terminate the rights and licenses granted for the infringing Web Application or Software and refund the Fees paid by COMPANY, depreciated over a 1 year period on a straight-line basis. This Section sets forth rights COMPANY's sole and exclusive right and remedy, and DOCUMOTO's the sole and exclusive obligation and responsibility, in the case of any actual or alleged infringement or misappropriation of any IPR.

**17.2 Indemnities by COMPANY.** COMPANY agrees to defend, indemnify and hold DOCUMOTO harmless against any and all damages, costs, liabilities, expenses and settlement amounts incurred in connection with any suit, claim, or action by any third party directly arising out of: (a) COMPANY's use or operation of the Web Application or Software in a manner other than for which the Web Application or Software was designed or other than as expressly permitted in this Agreement; (b) any COMPANY Content or any use thereof by DOCUMOTO as permitted by this Agreement; and (c) the gross negligence or willful misconduct of COMPANY.

**17.3 Procedures.** The obligation of each party to indemnify the other party as stated in this Section is subject to the party seeking such indemnification: (a) giving the indemnifying party prompt written notice of any such claim for indemnification; (b) giving the indemnifying party sole control over the defense and settlement of any such claim; (c) providing full cooperation for the defense of any such claim, at the indemnifying party's expense; and (d) not entering into any settlement or compromise of any such claim without the indemnifying party's prior written approval.

**18. NOTICE.** All notices to be given by a party hereunder will be in writing and will either be via: (1) hand-delivery; (2) Federal Express or a comparable overnight mail service; (3) certified mail, return receipt requested, to the other party; (4) facsimile transmission, provided that an original copy of a transmission will be delivered by some other means permitted by (1) - (3) of this Section; or (5) by electronic mail transmission, provided that receipt of such electronic mail is confirmed by the recipient. All notices will be effective upon confirmation or acknowledgment of receipt (or when delivery is refused), except notice by electronic mail which will be effective upon only after receipt of the electronic mail is actually confirmed by the recipient. Either party may change its address for notice by giving notice of the new address to the other party.

**19. ADDITIONAL TERMS.**

**19.1 Assignment.** COMPANY may not assign, transfer or delegate this Agreement, or any obligation or right hereunder, whether by assignment, sale, merger, reorganization, operation of law, or otherwise, without the prior written consent of DOCUMOTO, which consent will not be unreasonably withheld. Notwithstanding the foregoing, each party may assign this Agreement, and all right and obligations hereunder, upon notice to the other party, in connection with a sale of all or substantially all of its assets, merger, consolidation or other reorganization of its business. Any change of control of COMPANY will be considered a transfer for purposes of this Section. Any assignment or transfer of this Agreement in violation of this Section will be deemed null and void.

**19.2 Unenforceability.** If any provision or provisions of this Agreement shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

**19.3 Relationship.** The parties are independent contractors, and nothing in this Agreement will be construed as creating an employer-employee relationship, a partnership, or a joint venture between the parties. Neither party is an agent of the other and neither party is authorized to make any representation, contract, or commitment on behalf of the other party. No term of this Agreement will be construed to confer any third-party beneficiary rights on any non-party.

**19.4 Equitable Relief.** COMPANY acknowledges and agrees that due to the unique nature of the Web Application and Software there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow COMPANY or third parties to unfairly compete with DOCUMOTO resulting in irreparable harm to DOCUMOTO, and therefore, that upon any such breach of this Agreement or threat thereof, COMPANY will not oppose any attempt by DOCUMOTO to obtain, in addition to whatever remedies it may have at law, an injunction or other appropriate equitable relief without making any additional showing of irreparable harm (and agrees to support the waiver of any requirement that DOCUMOTO be required to post a bond prior to the issuance of any such injunction or other appropriate equitable relief).

**19.5 Subcontracting.** DOCUMOTO shall be permitted to subcontract any portion of the services and obligations of DOCUMOTO under this Agreement to any third party, provided that DOCUMOTO agrees to remain liable for the actions of such subcontractor as if the actions of the subcontractor were those of DOCUMOTO.

**19.6 Marketing.** Each Party shall be allowed to refer to the other Party as a customer of or service provider to (as the case may be) on its website, in marketing materials and with prospective customers, provided that such reference shall not otherwise imply an affiliation with such other Party. DOCUMOTO may use COMPANY's name and logo in DOCUMOTO's marketing program including use on DOCUMOTO's website, press releases, or marketing literature.

**19.7 Export.** The Web Application, Software and COMPANY Content may be subject to U.S. export control laws and regulations and may be subject to export or import laws and regulations in other countries. COMPANY agrees to strictly comply with all such laws and regulations. COMPANY acknowledges that it has the responsibility to obtain (or ensure that DOCUMOTO has obtained) such licenses to export (or re-export) or import the Web Application and Software as required for the use thereof within COMPANY's business and that COMPANY has the responsibility to obtain for itself and DOCUMOTO all licenses to export (or re-export) or import all COMPANY Content as required to allow

DOCUMOTO operate and provide the Web Application, Software, Support, and any other services under this Agreement.

**19.8 Applicable Law.** This Agreement shall in all respects be interpreted, construed in accordance with, and governed by the laws of the State of Colorado, without regard to the rules on conflict of laws. In the event of any litigation between the parties, the parties agree that the courts for the State of Colorado and the United States District Court of Colorado located in Denver, Colorado shall have exclusive jurisdiction over such litigation and the parties each irrevocably submit to the personal jurisdiction of such courts for any dispute arising out of this Agreement. If either party shall be successful in any action (a) alleging breach of this Agreement, (b) to construe or enforce the terms and conditions of this Agreement, including nonpayment of invoices, or (c) to enjoin the other party from violating any term or condition of this Agreement, the prevailing party shall, to the maximum extent permitted by law, be entitled to recover its reasonable legal fees, costs, and expenses in bringing and maintaining such action.

**19.9 Force Majeure.** Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of the obligation to pay Fees, if such failure or delay is beyond such party's reasonable control. If the performance of either party is prevented, restricted or interfered with by reason of any such event, the party whose performance is so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such event, provided that the party so affected will take all reasonable steps to avoid or remove such causes of nonperformance and will continue performance hereunder with dispatch whenever such causes are removed.

**19.10 Entire Agreement.** This Agreement, including all Quotes and any Statements of Work entered into under this Agreement and the Schedules referenced herein, supersedes any prior agreements between the parties, and sets forth the entire agreement and understanding of the DOCUMOTO and COMPANY relating to the subject matter herein and merges all prior discussions between them. COMPANY acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms.

**19.11 Modification and Waiver.** No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. Each right and remedy hereunder is cumulative with each other right and remedy herein or in any other agreement between the parties or under applicable law.

**19.12 Counterparts.** This Agreement may be executed in one or more counterparts, duplicate originals, or facsimile versions, each of which will be deemed an original, and all of which together will constitute one and the same instrument.