

IMPORTANT-READ THIS KODITPAPERFLEX USER AGREEMENT (THIS "AGREEMENT") CAREFULLY BEFORE CONTINUING REGISTRATION. BY CLICKING THE "I ACCEPT" BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT THROUGH AN ORDERING DOCUMENT THAT INCORPORATES THIS AGREEMENT (THE "ORDERING DOCUMENT"), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, "YOU" AND "YOUR" AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICES.

A. Agreement Definitions

"You" and "your" refers to the individual or entity that has ordered koditPaperFlex from Kodit UDI Solutions Ltd ("Kodit") or an authorised distributor by executing the ordering document that accompanies and incorporates this koditPaperFlex agreement (collectively, the "agreement").

B. Applicability of Agreement

This agreement is valid for the ordering of koditPaperFlex which this agreement accompanies.

C. Warranties, Disclaimers and Exclusive Remedies

Kodit warrants that the services will perform in all material respects in accordance with the services policies referenced in the ordering document. If the services provided to you for any given month during the services term were not performed as warranted, you must provide written notice to Kodit no later than five business days after the last day of that particular month or within such other period stated in the ordering document.

KODIT DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT KODIT WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT KODIT DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. KODIT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. FOR ANY BREACH OF THE ABOVE WARRANTIES, KODIT WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT TEN PERCENT (10%) OF NET MONTHLY FEES FOR THE APPLICABLE SERVICES FOR THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE FOR SERVICES OWED TO KODIT, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND KODIT'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THE AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR

D. Indemnification

If a third party makes a claim against either you or Kodit (“Recipient” which may refer to you or Kodit depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, or material (“Material”) furnished by either you or Kodit (“Provider” which may refer to you or Kodit depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defence and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Kodit’s ability to meet its obligations under the relevant order, then Kodit may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider’s user documentation or services policies or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the Provider, or (ii) any Material from a third party portal or other external source that is accessible to you within or from the service (e.g., a third party Web page accessed via a hyperlink). Kodit will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Kodit. Kodit will not indemnify you for infringement caused by your actions against any third party if the services as delivered to you and used in accordance with the terms of the agreement would not otherwise infringe any third party intellectual property rights. Kodit will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of the agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of the agreement. This section provides the parties’ exclusive remedy for any infringement claims or damages.

E. End of Agreement

Services provided under this agreement shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the agreement. The term of the services and any renewal years are collectively defined as the “services term.” At the end of the services term, all rights to access or use the services, including the Kodit programs listed in the ordering document, shall end. If either of us breaches a material term of the agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the applicable ordering document under which the breach occurred. If Kodit ends the ordering document as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for the services ordered under the agreement plus related taxes and expenses. If Kodit ends the services under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services plus related taxes and expenses. The non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the agreement, you may not use the services ordered. You further agree that if you have used a Kodit Financing Division contract to pay for the fees due under an order and you are in default under that contract, you may not use the services that are subject to such contract.

In addition, Kodit may immediately suspend your password, account, and access to or use of the services (i) if you fail to pay Kodit as required under the agreement and do not cure within the first ten days of the 30 day cure period, or (ii) if you violate any provision within sections D, E, F I or J of this service agreement. Kodit may terminate the services hereunder if any of the foregoing is not cured within 30 days after Kodit’s initial notice thereof. Any suspension by Kodit of the services under this paragraph shall not excuse you from your obligation to make payment(s) under the agreement. At your request, and for a period of up to 60 days after the termination of the applicable ordering document, Kodit may permit you to access the services solely to the extent necessary for you to retrieve a file of your data then in the services environment. You agree and acknowledge that Kodit has no obligation to retain your data and that your data may be irretrievably deleted after 60 days following the termination of the ordering document. Provisions that survive termination or expiration of the agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

F. Nondisclosure

By virtue of the agreement, the parties may have access to information that is confidential to one another (“confidential information”). We each agree to disclose only information that is required for the performance of obligations under the agreement. Confidential information shall be limited to the terms and pricing under the agreement, your data residing in the services environment, and all information clearly identified as confidential at the time of disclosure. A party’s confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party. We each agree to hold each other’s confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are

required to protect it against unauthorised disclosure in a manner no less protective than under the agreement. Kodit will protect the confidentiality of your data residing in the services environment in accordance with the Kodit security practices specified in the services policies referenced in the ordering document. Nothing shall prevent either party from disclosing the terms or pricing under the agreement in any legal proceeding arising from or in connection with the agreement or from disclosing the confidential information to a governmental entity as required by law.

G. Entire Agreement

You agree that the agreement (including the information which is incorporated into the agreement by written reference (including reference to information contained in a URL or referenced policy), is the complete agreement for the services ordered by you, and that the agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of the agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the agreement. It is expressly agreed that the terms of the agreement, including any Kodit ordering document, shall supersede the terms in any purchase order or other non-Kodit document and no terms included in any such purchase order or other non-Kodit document shall apply to the services ordered. The agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Kodit Store by authorised representatives of you and of Kodit.

H. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE. KODIT'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SOFTWARE AS A SERVICE AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO KODIT FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST KODIT SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

I. Export

Export laws and regulations of the United Kingdom and any other relevant local export laws and regulations apply to the services. You agree that such export control laws govern your use of the services (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

J. Other

1. Kodit is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.
2. You shall obtain at your sole expense any rights and consents from third parties necessary for Kodit and its subcontractors to perform the services under the agreement.
3. The agreement is governed by the substantive and procedural laws of England & Wales and you and Kodit agree to submit to the exclusive jurisdiction of, and venue in, the courts in England and Wales in any dispute arising out of or relating to the agreement.
4. If you have a dispute with Kodit or if you wish to provide a notice under the Indemnification section of this software as a service agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Kodit UDI Solutions Ltd Sandlow Green Farm, Holmes Chapel, Cheshire, CW4 8AS, UK, Attention: General Counsel, Legal Department. Kodit may give notice applicable to Kodit's software as a service customer base by means of a general notice on the Kodit portal for the services, and notices specific to you by electronic mail to your e-mail address on record in Kodit's account information or by written communication sent by first class mail or pre-paid post to your address on record in Kodit's account information.
5. You may not assign the agreement or give or transfer the services or an interest in them to another individual or entity. If you grant a security interest in any portion of the services, the secured party has no right to use or transfer the services or any deliverables.
6. Except for actions for non-payment or breach of Kodit's proprietary rights, no action, regardless of form, arising out of or relating to the agreement may be brought by either party more than two years after the cause of action has accrued.
7. Kodit may audit your use of the services. You agree to cooperate with Kodit's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the services in excess of your rights. If you do not pay, Kodit can end your services and/or the agreement. You agree that Kodit shall not be responsible for any of your costs incurred in cooperating with the audit.
8. The Uniform Computer Information Transactions Act does not apply to this agreement or orders placed under it. You understand that Kodit's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Kodit and are not Kodit's agents. Kodit is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as a Kodit subcontractor on an engagement ordered under this software as a service agreement.

K. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any

export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the services.

L. Your Data

You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

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