

DOCXELLENT

TERMS OF SERVICE

These Terms of Service (“Terms”) constitute a legal agreement between the person or organization agreeing to these Terms (“**Customer**” or “**Y/you**”) and Cordance Operations LLC, dba DocXellent (the “**Company**,” “**Us**” or “**W/we**”). By signing an Order, accepting these Terms, or using the Services, you represent that you have the authority to bind the Customer to the Order, these Terms, and any applicable schedules, exhibits, or appendices incorporated or referenced herein (collectively, the “**Agreement**”).

1. DEFINITIONS

- 1.1. “**Affiliate**” of a party means an entity which, directly or indirectly is controlled by, controls or is under common control with that party where “control” of the party or other entity is the possession of the power to direct or cause the direction of the management and policies of the party or other entity, whether by voting, contract or otherwise.
- 1.2. “**Agreement**” means these terms and conditions including all referenced schedules, exhibits or appendices hereto, and any mutually executed agreements incorporated herein by reference. No provisions of either party’s pre-printed purchase orders, acknowledgements, or click-through terms may modify this Agreement, and such other or additional terms or conditions are void and of no effect.
- 1.3. “**Customer Content**” means content, data, and information, including text, graphics, videos, or other material, submitted, uploaded, imported, or otherwise provided to or through the PaaS Software by Customer or by a third party on behalf of or for the benefit of Customer, including Customer’s customers, prospective customers and users of the PaaS Software.
- 1.4. “**Documentation**” means Company’s then-current generally available documentation, specifications, and user manuals for the Software which can be located in the DocXellent Help Portal available upon login to the Services, as well as any documentation included in or attached to any Order or such other Software related documents provided by Company to Customer.
- 1.5. “**Fee Schedule**” means the fee schedule attached hereto as Exhibit A, as amended from time to time.
- 1.6. “**On-Premise Software**” means the ENSUR on-premise software offerings identified in an Order.
- 1.7. “**PaaS Software**” means the ENSUR hosted platform-as-a-service offerings identified in an Order.
- 1.8. “**Software**” means the ENSUR On-Premise Software and/or the PaaS Software identified in an Order.

- 1.9. **“User”** means an individual employee, consultant, contractor, or agent of Customer who has been authorized by Customer to use the Software on behalf of Customer and/or its Affiliates.

2. **ACCESS AND USE OF THE SOFTWARE.**

- 2.1. **Our Provision of the Software.** We will make our Software offerings available to you pursuant to the terms of the Agreement and the Documentation. We will license the On-Premise Software to you on a non-exclusive, non-sublicensable and non-transferable (except as otherwise provided herein) basis. We will use commercially reasonable efforts to make the PaaS Software available 24x7. You acknowledge that your use of the Software requires third-party hardware, software, internet and/or telecommunications access (which may involve extra charges), and that your ability to access and use the Software may be affected by your choices and the performance of these products and services.
- 2.2. **Changes to Software.** We reserve the right to enhance, upgrade, improve, modify or discontinue features of our Software as we deem appropriate and in our discretion. We will not materially reduce the core functionality or discontinue any Software unless we provide you with prior written notice. We may offer additional optional functionality to our standard Software or premium feature improvements for an additional cost. You agree to use commercially reasonable efforts to utilize our most current version/release of the Software.
- 2.3. **Your Registration for the Software.** You may be required to provide information about yourself in order to register for and/or use the PaaS Software. You agree that any such information shall be accurate. You may also be asked to choose a username and password for the PaaS Software. You are entirely responsible for maintaining the security of your username and password and agree not to disclose such to any third party.
- 2.4. **Your Use of the Software.** We grant you a limited right to use our Software only for business and professional purposes. Your Affiliates, third party agents, contractors or service providers may use the Software as Users under your account, provided that you shall take full responsibility for such third parties' compliance with this Agreement.
- 2.5. **Limitations on Your Use.** By using our Software, you agree on behalf of yourself, your Affiliates and Users, not to (i) modify, prepare derivative works of, or reverse engineer, our Software; (ii) knowingly or negligently use our Software in a way that abuses or disrupts our networks, user accounts, or the Software; (iii) transmit through the Software any harassing, indecent, obscene, or unlawful material; (iv) market, or resell the Software to any third party; (v) use the Software in violation of applicable laws, or regulations; (vi) use the Software to send unauthorized advertising, or spam; (vii) harvest, collect, or gather user data without their consent; (viii) transmit through the Software any material that may infringe the intellectual property, privacy, or other rights of third parties; or (ix) use the Software to commit fraud or impersonate any person or entity.
- 2.6. **Responsibility for Users.** You are responsible for the activities of all Users who access or use the Software through your account, and you agree to ensure that any such Users will comply with the terms of this Agreement. If You become aware of any violation of this Agreement in connection with use of the Software by any person, please contact us.
- 2.7. **Support and Maintenance.** We will, at no additional charge, provide customer support and maintenance for the Software as detailed in Exhibit B hereto.

2.8. **Professional Services.** We will, upon execution of a mutually agreed Order or Statement of Work (“SOW”) provide some or all of the professional services as set forth in Exhibit C.

3. **ORDERS, FEES AND PAYMENT.**

3.1. **Orders.** You may order Software using our then-current ordering processes (“**Order**”). All Orders are effective on the earlier of (i) the date you submit your Order, or (ii) the date on the signature block of the Order (“**Effective Date**”). Acceptance of your Order may be subject to our verification and credit approval process. Each Order shall be treated as a separate and independent Order. Unless otherwise specified in an Order or SOW, fees for additional concurrent licenses and certain professional services are set forth in Exhibit A.

3.2. **Fees and Payment.** You agree to pay all applicable, undisputed fees for the Software or Professional Services on the terms set forth in an Order, SOW, this Agreement, or your invoice. Except as set forth in Sections 4.3 and 8 below, any payments you make to us are final and non-refundable. You are responsible for all fees and charges imposed by third parties such as hardware, software, internet, voice and/or data transmission providers related to your access and use of the Software. You are responsible for providing accurate and current billing, contact and payment information to us. You agree that we may charge your payment card or bill you for all amounts due for your use of the Software, and we make take steps to update your payment card information (where permitted) to ensure payment can be processed. You agree that your credit card information and related personal data may be provided to third parties for payment processing and fraud prevention purposes. We may suspend or terminate your PaaS Software or support for your On-Premise Software if at any time we determine that your payment information is inaccurate or not current, and you are responsible for fees and overdraft charges that we may incur when we charge your card for payment. We reserve the right to update the fees for the Software for any Renewal Term in an amount not to exceed the greater of the increase in CPI over the prior term or 5%. In any such case, we will give you sixty (60) days’ prior written notice of such price increase.

3.3. **Taxes and Withholdings.** You are responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, or any other similar taxes or fees (collectively, “**Taxes and Fees**”) imposed by any government entity or collecting agency based on the Software, except those Taxes and Fees based on our net income, or Taxes and Fees for which you have provided an exemption certificate. In all cases, you will pay the amounts due under this Agreement to us in full without any right of set-off or deduction.

3.4. **Disputes; Delinquent Accounts.** You must notify us of any fee dispute within 15 days of the invoice date, and once resolved, you agree to pay those fees within 15 days. We may, on ten (10) days’ notice to you, suspend your right to use the Software if you do not pay undisputed fees by their due date, and you agree to reimburse us for all reasonable costs and expenses, including collection costs and attorneys’ fees, incurred in collecting delinquent amounts. You further agree that we may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

3.5. **Sales, Promotional Offers, Coupons and Pricing.** Sales, promotions, and other special discounted pricing offers are temporary, and upon the renewal of your

subscription, any such discounted pricing offers may expire. We reserve the right to discontinue or modify any coupons, credits, sales, and special promotional offers in our sole discretion.

4. **TERM AND TERMINATION.**

- 4.1. **Term.** initial term commitment for your purchase of Software will be as specified on an Order (“**Initial Term**”) and begins on the Effective Date. If the Order is silent, the Initial Term shall be 24 months. After the Initial Term, an Order will automatically renew for additional 12-month periods (“**Renewal Terms**”), unless either party provides notice of non-renewal at least 30 days before the current term expires. We may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order. Terminating specific Orders does not affect the term of any Order still in effect.
- 4.2. **Termination for Cause.** Either party may terminate the Agreement or an Order (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business.
- 4.3. **Effect of Termination.** If the Agreement or any Software is terminated, you will immediately discontinue all use of the terminated Software, and delete, destroy or return all copies of the On-Premise Software and Documentation and certify in writing to us that such On-Premise Software and Documentation has been deleted or destroyed. Upon Termination, we will provide you with limited access to the PaaS Software for a period of at least 30 days solely to enable you to retrieve your Customer Content from the PaaS Software. Upon your request prior to the end of such 30-day period, we will either securely destroy or, for a fee of \$5,000, transmit your Customer Content in the PaaS Software in a mutually agreeable format to You. We have no obligation to maintain your Customer Content in the PaaS Software after such 30-day period. Neither party will be liable for any damages resulting from termination of the Agreement, and termination will not affect any claim arising prior to the termination date. If we discontinue the PaaS Software or materially reduce the core functionality in accordance with Section 2.2 above, and you elect to terminate the applicable Order, we will provide you with a pro rata refund of any prepaid, unused fees. Notwithstanding anything to the contrary herein, the terms of this Agreement shall continue to apply to any Order that is still in effect.
- 4.4. **Survival.** The provisions of Sections 3 (Orders, Fees and Payment), 4.3 (Effect of Termination), 5 (Proprietary Rights), 9 (Indemnification), 10 (Limitation on Liability), 13.6 (Arbitration), 13.7 (Governing Law and Jurisdiction) and 13.9 (Notices) shall survive any termination of the Agreement.

5. **PROPRIETARY RIGHTS.**

- 5.1. **Our Proprietary Rights and Marks.** You acknowledge that we or our licensors retain all proprietary right, title and interest in the Software, all Documentation, our name, logo or other marks (together, the “**Marks**”), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. Except for the express limited rights set forth in this Agreement, no right, title or interest in our Software, Documentation, or Marks is granted to you. You

agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part our Marks or is similar to any of these.

- 5.2. **Your Customer Content.** You retain all rights to your Customer Content and are solely responsible for the Customer Content sent or transmitted by You or displayed or uploaded by You in using the Software and for compliance with all Laws pertaining to the Customer Content, including, but not limited to, Laws requiring You to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. You hereby grant us a worldwide, royalty-free, non-exclusive license to use, modify, reproduce, and distribute your Customer Content in order to provide and operate the PaaS Software. We will not view, access or process any of your Customer Content, except: (x) as authorized or instructed by you or your users in this Agreement or in any other agreement between the parties, or (y) as required to comply with our policies, applicable law, or governmental request.
- 5.3. **Feedback.** You agree that We shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Software or otherwise use any suggestions, enhancement requests, recommendations or other feedback we receive from you, our Affiliates and Users ("**Feedback**"). We also reserve the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by your Feedback.
- 5.4. **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, you acknowledge and agree that we may collect and compile data and information related to your use of the PaaS Software to be used by us in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the PaaS Software ("**Aggregated Statistics**"). As between us and you, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by us. You agree that we may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify you or your Customer Content.

6. **YOUR PRIVACY AND SECURITY.**

- 6.1. **Privacy Policy.** Your use and our provision of the PaaS Software is subject to our Privacy Policy at <https://docxellent.com/privacy-policy/> which is incorporated by reference. By using the PaaS Software, you indicate that you have read, understand and agree to the terms and conditions of our Privacy Policy, including its disclosures regarding collection, use, and disclosure of your information in accordance with our Privacy Policy.
- 6.2. **Security Safeguards.** Each party shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of your Customer Content and any associated personal data that is collected and/or processed through the Software. On our part, those safeguards will include measures designed to prevent unauthorized access, use, modification, deletion and disclosure of Customer Content when using the PaaS Software. Customer (not us) bears sole

responsibility for adequate security, protection and backup of Customer Content when in Customer's or its representatives' or agents' possession or control.

- 6.3. **Sub-processors.** You acknowledge and agree that we may use Sub-processors to help provide the PaaS Software, who may access your Customer Content and any associated personal data, to provide, secure and improve the PaaS Software. Before sharing Customer Content with any of our Sub-processors, we will ensure that the Sub-processor maintains, at a minimum, reasonable data practices for maintaining the confidentiality and security of your Customer Content and preventing unauthorized access. We shall be responsible for the acts and omissions of such Sub-processors to the same extent that We would be responsible if we were performing the PaaS Software.
- 6.4. **State Privacy Laws.** To the extent that Customer Content contains "personal information" that is subject to the California Consumer Privacy Act of 2018, its implementing regulations, and any amendments thereto (collectively, the "CCPA"), or any other substantially similar state privacy laws, Company agrees that it shall comply with all such laws and process such personal information as a service provider (as defined under the CCPA) and shall not (a) retain, use or disclose personal information for any purpose other than the purposes set out in this Agreement and/or as permitted by the CCPA; or (b) "sell" (as defined and understood within the requirements of the CCPA) personal information.

7. **CONFIDENTIALITY.**

- 7.1. "**Confidential Information**" shall mean all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. All Customer Content will be deemed Confidential Information of Customer without any marking or further designation. All Company technology and the terms and conditions of this Agreement will be deemed Confidential Information of Company without any marking or further designation. Confidential Information shall not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.
- 7.2. Each party (as "**Receiving Party**") will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the other party (the "**Disclosing Party**") for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party shall, to the extent legally permitted, provide Disclosing Party with advance written notification, and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm

for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

8. **WARRANTIES.**

8.1. WE PROVIDE OUR SOFTWARE USING A COMMERCIALY REASONABLE LEVEL OF CARE AND WARRANT THAT THE SOFTWARE WILL MATERIALLY CONFORM TO THE DOCUMENTATION UNDER NORMAL USE. WE DO NOT REPRESENT OR WARRANT THAT (i) THE USE OF OUR SOFTWARE WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (ii) OUR SOFTWARE WILL MEET YOUR SPECIFIC REQUIREMENTS. OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT OUR SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SOFTWARE, OR TO TERMINATE THE NON-CONFORMING SOFTWARE AND PROVIDE A PRO-RATED REFUND OF ANY PREPAID FEES FROM THE DATE YOU NOTIFY US OF THE NON-CONFORMANCE THROUGH THE END OF THE REMAINING TERM. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE.

9. **INDEMNIFICATION.**

9.1. **Our Indemnity.** We will indemnify and defend you against any third-party claim alleging that any of the Software infringes upon any patent or copyright, or violates a trade secret of any such third-party (an “IP Claim”), and we agree to pay reasonable attorney’s fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. You will promptly notify us of any claim and cooperate with us in defending the claim. We will reimburse you for reasonable expenses incurred in providing any cooperation or assistance. We will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring you to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) you may join in the defense with your own counsel at your own expense.

9.1.1. If (i) Company becomes aware of an actual or potential IP Claim, or (ii) Customer provides Company with notice of an actual or potential IP Claim, Company may (or in the case of an injunction against Customer, shall), at Company’s sole option and determination: (a) procure for Customer the right to continue to use the Software; or (b) replace or modify the Software with equivalent or better functionality so that Customer’s use is no longer infringing; or (c) if (a) or (b) are not commercially reasonable, terminate provision of the Software and refund to Customer any pre-paid Service fees for any periods after the termination of the Software, less any outstanding moneys owed by Customer to Company.

9.1.2. The obligations in Sections 9.1 do not extend to (i) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Software with other products, software or services not provided by Company; (ii) any IP Claim related to any Customer Data, or (iii) any IP Claim related to any use or exercise of any other right in respect to the Software outside the scope of the rights granted in this Agreement.

9.2. **Your Indemnity.** You will indemnify and defend us against any third-party claim resulting from a breach of Sections 2.5 or 5.2 or alleging that any of your Customer

Content infringes upon any patent or copyright, or violates a trade secret of any party, and you agree to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. We will promptly notify you of any claim and cooperate with you in defending the claim. You will reimburse us for reasonable expenses incurred in providing any cooperation or assistance. You will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring us to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) we may join in the defense with our own counsel at our own expense.

10. **LIMITATION ON LIABILITY.**

- 10.1. **LIMITATION ON INDIRECT LIABILITY.** NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, OR (iv) LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.
- 10.2. **LIMITATION ON AMOUNT OF LIABILITY.** EXCEPT FOR A PARTY'S BREACH OF SECTIONS 2.5, 5.1, 5.2 OR 7 (EXCLUDING CLAIMS RELATED TO CUSTOMER CONTENT), A PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 9, A LIABILITY UNDER SECTION 10.3, OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS AGREEMENT IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY ("**GENERAL LIABILITY CAP**"). THE FOREGOING DOES NOT LIMIT YOUR OBLIGATIONS TO PAY ANY UNDISPUTED FEES AND OTHER AMOUNTS DUE UNDER ANY ORDER.
- 10.3. **SUPERCAP FOR DATA PROTECTION CLAIMS.** IN THE CASE OF "DATA PROTECTION CLAIMS," EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES (2X) THE GENERAL LIABILITY CAP. FOR THE PURPOSES OF THIS AGREEMENT, "**DATA PROTECTION CLAIMS**" MEANS ANY CLAIMS ARISING FROM A PARTY'S BREACH OF SECTION 6 (YOUR PRIVACY AND SECURITY), SECTION 7 (CONFIDENTIALITY IN RELATION TO CUSTOMER CONTENT) OR BREACH OF APPLICABLE DATA PROTECTION LAWS WHICH RESULTS IN THE UNAUTHORIZED ACCESS TO OR USE OF ANY CUSTOMER CONTENT.

10.4. IN NO EVENT SHALL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP.

11. **COMPLIANCE WITH LAWS.** In connection with the performance, access and use of the Software under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, data protection and anti-bribery laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer shall not permit its users to access or use any Service in a U.S. embargoed country or in violation of any U.S. export law or regulation. If necessary and in accordance with applicable law, we will cooperate with local, state, federal and international government authorities with respect to the Software. Notwithstanding any other provision in these Terms, we may immediately terminate the Agreement for noncompliance with applicable laws.
12. **SUSPENSION OF ACCESS TO SOFTWARE.** We reserve the right to suspend your access to the PaaS Software or restrict functionalities if (a) we reasonably believe that you, your Affiliates or Users have materially violated this Agreement, or (b) we reasonably determine that the security of our PaaS Software or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities. Unless legally prohibited, we will use commercially reasonable efforts to notify you when taking any of the foregoing actions. We shall not be liable to you, your Affiliates or Users or any other third party for any such suspension of access to the PaaS Software or reduced functionality. Any suspected fraudulent, abusive, or illegal activity by you, your Affiliates or Users may be referred to law enforcement authorities at our sole discretion.
13. **ADDITIONAL TERMS.**
- 13.1. **Regulatory Compliance.** The PaaS Software is a GxP compliant Platform as a Service (PaaS) which consists of Company hosting and validation services atop industry leading cloud hosting platforms such as AWS. Company achieves GxP compliance of the platform by conducting a Platform Design Specification (PDS) to define the PaaS architecture requirements, based upon capacity, reliability, durability and scalability. A Platform Installation Qualification (PIQ) is then executed to verify that the environment was created in compliance with the requirements set forth by the PDS for the deployment of the validated system. The PIQ includes traceability to the individual PDS requirements. The PaaS Software is qualified through a combination of Operational Qualification (OQ) scripts and the ENSUR Installation Qualification (EIQ). The OQ's are executed to verify the system Functional Requirements, while the EIQ is executed to verify the proper installation of the software on the PaaS Software platform. These activities are governed by a Validation Plan to be completed by Customer and Company at the outset of a project and subsequently by a Validation Summary Report to be completed at the conclusion of the project.
- 13.2. **Inspections and Audits.** Customer or Customer's authorized representative may, at reasonable times during the term of the Agreement and upon a minimum of sixty (60) days advance notice, inspect and audit the quality system ("Quality System") of the PaaS Software for the sole purpose of evaluating the compliance of Company's or its partner's Quality System with applicable laws, regulations, and standards for Quality System compliance. At the request of Customer, any governmental agency which regulates Customer may, at reasonable times during the term of the Agreement and upon as much advance notice as possible, inspect and audit the applicable records

of the Company which are solely related to Customer for the sole purpose of evaluating the ENSUR role in supporting Licensee's regulated operations. Company shall retain all applicable books and records for one (1) year subsequent to the expiration or termination of this Agreement, or such later date as may be required by applicable law. For inspections and audits, Company will provide a qualified quality or validation resource for regulatory support. The support shall include responding to audit findings and providing documentation reasonably requested by regulatory agencies. Support will also include arranging, organizing, coordinating, and hosting a site audit. Upon termination of this Agreement, Company shall provide Customer with the option of obtaining copies of any records pertaining to the Company's specific services, including qualification and validation documents pertaining to the Company's specific services. These records will not include Company's Standard Operating Procedures ("SOPs"), infrastructure qualification documentation and/or similar non-Customer-specific documents.

- 13.3. **Third Party Services.** The Software may provide the capability for you to link to or integrate with third party sites or applications separately accessed by you and not purchased from us. We are not responsible for and do not endorse such services. You have sole discretion whether to purchase or connect to any third-party services and your use is governed solely by the terms for those services. Any third-party services we have sold you are subject to this Agreement, including any additional terms specific to those services. Unless otherwise specified, we and our contractors, suppliers, and licensors disclaim all warranties, express or implied, and all liability for any third-party services we have sold to you.
- 13.4. **Beta Services.** We may offer you access to beta services that are being provided prior to general release ("**Beta Services**"). You understand and agree that the Beta Services may contain bugs, errors and other defects, and use of the Beta Services is at your sole risk. You acknowledge that your use of Beta Services is on a voluntary and optional basis, and we have no obligation to provide technical support and may discontinue provision of Beta Services at any time in our sole discretion and without prior notice to you. These Beta Services are offered "AS-IS", and to the extent permitted by applicable law, we disclaim any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If you are using Beta Services, you agree to receive related correspondence and updates from us and acknowledge that opting out may result in cancellation of your access to the Beta Services. If you provide Feedback about the Beta Service, you agree that we own any Feedback that you share with us. For the Beta Services only, these Terms supersede any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict.
- 13.5. **Dispute Resolution.** Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it shall provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within thirty (30) days after such notice, knowledgeable executives of the parties shall hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures

in this Section shall not apply to claims subject to indemnification under Section 9 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

- 13.6. **Arbitration.** If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time of the commencement of the informal dispute resolution process described above, then either party may initiate binding arbitration by a single arbitrator before the American Arbitration Association using its Commercial Arbitration Rules as the sole means to resolve claims subject to the terms set forth below. YOU AGREE THAT ANY DISPUTE OR CLAIM RELATING TO THIS AGREEMENT WILL BE RESOLVED BY BINDING ARIBTRATION RATHER THAN IN COURT AND ATHAT YOU WILL ARBITRATE WITH US ONLY IN YOUR INDIVIDUAL OR CORPORATE CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS. Any arbitration claim must be brought within one (1) year of the claim arising. The arbitrator shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. You understand and agree that unless you can demonstrate that arbitration in Delaware would create an undue burden for you, any arbitration hearing will be held in Delaware. You understand and agree that by entering into this Agreement, each party is waiving the right to a jury trial or a trial before a judge in a public court. Other rights that you would have if you went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights (meaning patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights) or Confidential Information. Furthermore, you have the right to opt out and not be bound by these arbitration provisions by sending written notice of your decision to opt out to the following address [address] within thirty (30) days of the Effective Date of this Agreement.
- 13.7. **Governing Law and Jurisdiction.** These Terms will be governed by the laws of the State of Delaware. For any dispute not subject to arbitration, each party agrees to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Delaware.
- 13.8. **Assignment.** Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which shall not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- 13.9. **Notices.** Notices must be sent by personal delivery, overnight courier, or registered or certified mail. We may also provide notice to the email last designated on your account, electronically via postings on our website, in-product notices, or via our

self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to us at 16 W. Martin Street, Raleigh, NC 27601, attention DocXellent CEO; e-mail gcarignan@docxellent.com, with a copy to the attention of the Legal Department at the same address; e-mail legal@cordance.co, and we will send notices to the address last designated on your account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.

- 13.10. **Entire Agreement; Order of Precedence.** The Agreement sets forth the entire agreement between you and us relating to the Software or Professional Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, this Agreement, and the Documentation, in each case, as applicable, the conflict will be resolved in that order, but only for the specific Software described in the applicable Order. Nothing contained in any document submitted by you will add to or otherwise modify the Agreement.
- 13.11. **Updates to Terms.** We reserve the right to propose changes to this Agreement that are generally applicable to all customers at any time and will, if such changes are material, provide at least thirty (30) days' notice prior to any new terms taking effect. What constitutes a material change will be determined in our sole discretion. By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised terms of the Agreement. If you do not agree to the new terms, you are no longer authorized to use the Services. In the event of a material change of terms, you may terminate the Agreement by giving us written notice within thirty (30) days of our notice of the change of terms and we shall refund to you any pre-paid fees that are applicable to the period after such termination.
- 13.12. **General Terms.** If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third-party beneficiary or have the right to modify the Agreement or to make commitments binding on us. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified, remedies are cumulative. The Agreement may be agreed to online, or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g. natural disasters; terrorist activities, activities of third party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.

Last updated: November 7, 2022

EXHIBIT A
 ADDITIONAL CONCURRENT LICENSING AND OTHER PROFESSIONAL
 SERVICES FEES

This fee table represents the current rates, as of the date of execution of this Agreement. Rates are subject to change; any licensing or service fees will be explicitly communicated in a dated, formal quotation.

Additional Concurrent License Annual Subscription Fees (pro-rated for partial initial years)

License count	Approvers	Editors	
1-24	1500	\$1,800	
25+	1380	\$1,620	

Professional Services

Service Description	Unit	Unit Cost	Comments
Migration of legacy data into ENSUR	Hourly	\$295	Files can be on network share or detached storage. Includes data smoothing and client interactions with migration spreadsheet
Migration of ENSUR to new server	Per environment	\$1,000	Up to 3 environments (Test, Validation and Production)
Custom ensurFORM creation services	Hourly	\$250	Requires existing form(s) to be provided to staff (Excel, Word, PDF format) as the template/basis for the ensurFORM
Web based Admin or user training	Hourly	\$225	Setup in 90-120 minute segments
Use Case SME Consultation	Hourly	\$295	Discussions, planning and execution of plan
Added hard disk storage- DMC Only	1TB	250/month	Added to annual or periodic hosting fees
System Integration Development (ERP, LMS, etc.)	Hourly	\$295	Requires SOW, requirements documentation and may be subject to 20% annual maintenance
Custom ENSUR Development (Core ENSUR code, custom stored procedures/triggers)	Hourly	\$295	Requires SOW, requirements documentation and is subject to 20% annual maintenance

Custom Reports	Hourly	\$295	SQL or ENSUR reports and may be subject to 20% annual maintenance
Environment Duplication	Each	\$500	Copyback services- Production to UAT or Test
Additional Environment Setup/Installation	Each	\$1,000	Pre-production or additional Test/UAT environments
System Admin/Managed Services	Hourly	\$200	Provide external System Admin services (in place or support of internal admin)
Validation services	Hourly	\$250	Consultation on UAT including creation and/or execution of scripts
System Health Check	Each	\$1,000	System Health check – On Premise Installations. Health check report and consulting on suggested configurations/ changes to optimize storage and performance
General Professional Services	Hourly	\$295	Data Purge, Data Edits, Miscellaneous services that fall outside of Support & Maintenance
On site admin or user training – <i>client site</i>	Daily	\$2,500	Plus, travel expenses at cost. Travel rate = \$150/hour
On site admin or user training – <i>DocXellent headquarters</i>	Daily	\$1,500	Includes access to SMEs and trainers
On-site SME Consulting – <i>client site</i>	Daily	\$3,000	Plus, travel expenses at cost. Travel rate = \$150/hour

EXHIBIT B
SUPPORT AND MAINTENANCE SERVICES

1. Service Level Agreement (SLA)

1.1. Overview

This Service Level Agreement (“SLA”) describes the commitments by DocXellent to Customer for providing services as they relate to the application and hosting infrastructure collectively referred to as the “ENSUR On-Premise Software” or the ENSUR PaaS Software”.

This SLA specifies the services, service levels, conditions and responsibilities that are required to establish and maintain a suitable operational state of the ENSUR Software for Customer. DocXellent reserves the right to change the terms of this SLA as deemed appropriate by company governance in order to provide the highest appropriate level of product operational excellence and Customer satisfaction.

The SLA applies to both the On-Premise Software and PaaS Software. Sections of this SLA that pertain only to the PaaS Software will be designated by “PaaS Software Only” and do not pertain to the SLA for On-Premise Software which are the responsibility of the Customer IT department or equivalent.

1.2. Definitions & Abbreviations

Term/Abbreviation	Definition
A/I	Anti-Intrusion software, typically installed on the server
A/V	Anti-virus software, typically installed on the server
AWS	Amazon Web Services – an industry leading cloud platform hosting provider.
Backup	Copying data and files to protect against loss of integrity or availability of the original.
Change Request (CR)	Request from Customer or datacenter for changes to documents, application, environments or security
Customer	The entity requesting products and services from DocXellent.
DBMS	Database Management Systems such as MS SQL Server
Disaster	A significant negative event that has rendered the system unusable, inclusive of software or hardware failures caused by unforeseen circumstances.
Emergency Maintenance	Maintenance that DocXellent determines, in its sole discretion, must be performed immediately to respond to an emergency situation.
ENSUR On-Premise Software	The collection of application software, programs and IaaS components used to make the ENSUR software On-Premise Software available to Customer via Internet access.
ENSUR On-Premise Software	The ENSUR Software licensed to Customer for on-premise use
Hosted Infrastructure	The collection of networks, systems, servers, services, security appliances and software provided by a hosting company for the purposes of making a software application available on the Internet.

Term/Abbreviation	Definition
IaaS	Infrastructure as a Service – the hosting facility, hardware, networking and related IT services provided by 3 rd party agency such as Amazon Web Services (AWS).
Incident	A problem report or support request from Customer to DocXellent pertaining to the provisions of this service level agreement.
Maintenance	The execution of all activities required to keep the ENSUR On-Premise Software functioning at the highest appropriate level of operational readiness.
Monitoring	Continuous manual or automated observation of the ENSUR On-Premise Software operational readiness.
N/A	Not Applicable
OS	Operating System, typically referring to one that is installed on a hosted server.
Outage	The ENSUR On-Premise Software is unexpectedly offline or otherwise not available to normal business usage.
PaaS	Platform as a Service – the collection of products, services, infrastructure, processes and controls needed to implement and sustain the production deployment of a Cloud software system.
Planned Maintenance	A planned period of time in which preventive maintenance is performed such as application or OS updates (Customer may experience a limitation of services during this timeframe).
Recovery	The restoring of data and files back to an original state after a “disaster” event occurrence or Customer request.
Response time	Measure of time to start the diagnosis.
SLA	Service Level Agreement – this document.
SOP	Standard Operating Procedure

1.3. Duties & Responsibilities – ENSUR PaaS Software Only

1.3.1. Scope & Segregation of Services

The ENSUR PaaS Software is comprised of the ENSUR Document Control and Quality Management System installed atop an Internet facing hosted platform, referred to as Platform as a Service (PaaS).

DocXellent, provides a full complement of professional services pertaining to the application layer of the ENSUR PaaS Software. These services include, but are not limited to, the application installation, updates, backup, recovery, monitoring and user training for the ENSUR PaaS application.

DocXellent also provides a full complement of Cloud hosting services for its ENSUR PaaS Software. These services include, but are not limited to, platform setup, qualification, backup, disaster recovery, performance monitoring, anti-virus, anti-intrusion, anti-malware, data protection, security and incident response services. DocXellent is the single point of contact for the coordination of all services relating to the ENSUR PaaS Software.

As of the date of this agreement, DocXellent sub-contracts exclusively with Amazon Web Services (AWS) to provide IaaS Host services for all ENSUR PaaS Software, inclusive of “validated” and “non-validated” On-Premise Software.

Successful implementation of the ENSUR PaaS Software requires Customer to identify an ENSUR System Administrator (and designated backup administrators). These individuals will be trained by DocXellent on ENSUR PaaS Software system configuration and related administration consoles. It is the responsibility of Customer System Administrator to maintain all ENSUR PaaS Software configuration settings as they relate to Customer business process need.

The following section delineates the segmentation of Roles and Responsibilities for DocXellent, AWS and Customer and identifies responsible parties thereof.

1.3.2. Roles & Responsibilities

Service	DocX	AWS	Customer
Establishment, availability, management, and support of the IT infrastructure	X	X	
Availability of hosting platform products and services	X	X	
Change Management of the infrastructure and platform products	X	X	
Support and Maintenance of the infrastructure and platform	X	X	
Platform provisioning and configuration	X		
Access control to platform/servers	X		
Platform qualification	X		
Email integration with ENSUR and support	X		X
Support and Maintenance of the platform configuration	X		
Platform Backup and Disaster Recovery	X		
Maintenance of server and DBMS updates and patches	X		
Installation and configuration of security services	X		
Vulnerability scanning and testing	X		
A/V, A/I A/M installation and maintenance	X		
Server log inspections	X		
Performance and Health Monitoring Services	X		
SSL Certificate Administration	X		
Software installation and validation	X		
Change management of the platform configuration and hosted software environment	X		
Customer VPN access to server (if required)		X	X
Microsoft Active Directory Administration (optional)			X
DNS URL Administration	X		X
ENSUR user account creation and permissions settings			X
ENSUR Administrative configuration / maintenance			X
Change management of software system settings			X
Business Continuity Planning			X

Service	DocX	AWS	Customer
Technical Support	X		
ENSUR System Administrator Support	X		
End User Support	X		X
Audit Support	X	X	X

1.4. Support

1.4.1. Scope

DocXellent has support staff available 24x7x365 to deliver the highest reasonable level of product operational readiness and Customer satisfaction. Our support staff will respond to all requests for support per the availability and response times of this SLA. This is inclusive of, but not limited to, system outages or responsiveness issues, application functionality issues, problem reports, application usage questions, administrative configuration assistance, training requests and software or services improvement suggestions.

1.4.2. Provisions for Obtaining Support

DocXellent will provide support to Customer subject to the following conditions:

- a. DocXellent shall make telephone and online support available to two (2) designated representatives of Customer. It is expected that these representatives are fully trained in the use of ENSUR PaaS Software so that they are able to triage end user inquiries to determine if the issues are reproducible, respond to any internal workflow questions, and provide thoroughly vetted inquiries to DocXellent support.
- b. DocXellent agrees that the Customer is using ENSUR Software for its essential business purposes. DocXellent considers the maintenance of such operations as the first priority of its support services. DocXellent shall provide necessary support of business operations in such manner as it deems appropriate including by both email and telephone, as well as remote access to Customer's systems, as required.
- c. DocXellent will provide Customer with services not referenced in the Quotation at DocXellent's then-standard time and materials rate. These services may include but are not limited to training, custom development, ENSUR server migrations and technical support that is the direct result of infrastructure issues beyond the control of DocXellent. Customer will provide DocXellent with details of the requested service(s) and DocXellent will

respond with a cost and time estimate in the form of a formal quotation. For larger or more complex engagements, a Statement of Work may be required.

- d. DocXellent will provide Customer with feature and maintenance enhancements as it may issue from time to time, including software optimization, bug fixes, minor changes in architecture and documentation at no additional cost. System updates will be provided at no cost as a condition of this Agreement as they are covered under Annual Maintenance along with product support.
- e. DocXellent will provide Customer 24/7 access to its Customer Help Portal. Each Customer/Customer will be provided a unique login UN/PW for remote access to the Help Portal. This access is complimentary with updated paid hosting, maintenance & support.
- f. Support provided under the terms of this Agreement may be withheld at the sole and absolute discretion of DocXellent if software provided under its license Agreement shall have been modified or in any manner altered without the express written permission of DocXellent in each instance.

1.4.3. Support Incident Handling

If incidents arise, and DocXellent Support is invoked the Support Incident Workflow would be initiated per DocXellent SOP *SOP-CUST-SUPPORT* located in the Customer Audit Portal.

- a. Communications received via Email / Chat / Phone will initially be triaged by the Support Coordinator. An email response will be sent in acknowledgement of receipt of the inquiry and if possible, a response will be crafted to address the nature of the inquiry. Should the inquiry require additional resources or warrants further research a Support Incident will be created, and the acknowledgment will include a reference to the Incident (SI number) in the subject line.
- b. Inquiries which initiate a Support Incident will then be assigned an appropriate workstream and be routed to an internal team accordingly. Incident's will be handled in a first-in, first-out (FIFO) order, except for environment outages, or severe performance degradation which are given high priority.
- c. Assignment of Inquiries into workstreams abide by the following guidelines. (Refer to SOP-CUST-SUPPORT Section 3.2 – 3.6 in the Customer Audit Portal)
 - i. How to Q's: Basic questions on application functionality.

- ii. Training Requests: Customer initiated requests for training.
 - iii. Professional Services: Requests which are out of scope of the Support & Maintenance agreement. (See SOP-CUST-SUPPORT Section 2 for additional information)
 - iv. Technical Support: Issues which require investigation and potential root cause analysis.
 - v. Development: Issues which cannot be resolved without source code review.
- d. If during the Support Incident Workflow, it is discovered that the issue being experienced is the result of a known bug, Customer will be informed that the bug is known and provide them with the release version (released prior or expected release).
 - e. If the issue does not have an associated bug, one will be created, and the Customer notified. If the disposition of the bug is that of a new critical defect, DocXellent may issue a hot fix build to address the issue.

If the nature of an issue identified in the Support Incident Workflow is not that of a bug, but rather a change request for the software, the requested change will be written up as a Product Change Request (PCR) and presented before the Change Control Board for review. If approved, the PCR will be associated with a Theme Pack and at a later date a requirement will be written for the PCR and attached to a release version. See Section 1.5.1 for additional (information about the PCR and Change Management process).

1.4.4. Priorities

Priority	Description	Response Times / RTO
1	Production outage – System Unavailable*	Commercially reasonable efforts for ≤ 1 hour System Recovery Time
2	Operational readiness issues with production causing degraded persistent availability and/or connectivity and prohibiting critical business functions.	≤ 4 hours DocXellent Response
3	Operational Issues with production inhibiting non-critical business functions.	≤ 8 hours DocXellent Response
4	Usage questions or user training issues/requests	≤ 8 hours DocXellent Response
5	Other non-critical support request	≤ 24 hours DocXellent Response

* System Unavailable is defined as either #1) the web application is non-operational, and all users are not able to access the system or #2) normal system functions have

become non-operational at a system level, causing significant and sustained disruption to critical business needs. Examples include customer web server is offline or inaccessible or database server is inaccessible to the web server and, as a result, users cannot log into the system or critical normal functions such as opening SOPs are not working or resulting in abnormal system errors preventing access to content.

Note, this definition of System Unavailability for Priority 1 issues excludes Priority 2-5 issues and any internal customer IT networking problems preventing access to Cloud web applications. Examples of excluded Priority 2 issues include operational issues for which there is a temporary workaround, individual user authentication issues (i.e., bad or expired user passwords), individual user configuration issues such as a lack system rights to perform a needed function that may be resolved by the system administrator, as well as usages issues due to system misconfiguration by the system administrator whereby DocXellent support consultation is needed to determine proper configuration.

1.4.5. Availability

Service Window	Delivery Hours	Priorities Served
Office Hours	<p>Monday-Thursday: 8:00 AM – 5:30 PM Eastern Time*</p> <p>Friday: 8:00 AM – 3:00 PM Eastern Time*</p> <p>Saturday-Sunday: Closed</p> <p>All Office Hours services are provided by DocXellent Staff Excludes certain US Holidays</p>	1, 2, 3, 4, 5
Extended Hours	<p>Monday-Thursday: 5:30 PM – 9:00 PM Eastern Time</p> <p>Friday: 3:00 PM – 9:00 PM Eastern Time</p> <p>Saturday-Sunday: 9:00 AM – 9:00 PM Eastern Time</p> <p>US Holidays: 9:00 AM – 9:00 PM Eastern Time</p> <p>All Extended Hours services are provided by DocXellent Staff Excludes certain US Holidays</p>	1, 2, 3
After Hours (Emergency Support)	<p>Monday-Friday: 9:00 PM – 8:00 AM Eastern Time</p> <p>Saturday-Sunday: 9:00 PM – 9:00 AM Eastern Time</p> <p>US Holidays: 9:00 PM – 9:00 AM Eastern Time</p> <p>During After Hours support, phone calls are received and prioritized by the DocXellent answering service. Priority 1 issues are escalated to DocXellent Staff for immediate response. Priority 2-5 issues are responded to by DocXellent staff during the next Office Hours or Extended Hours time window</p>	1

1.4.6. Service Methods

Service Window	Service Request Method	Priorities Served
Office Hours	<p>Phone – 860-887-2900: As soon as reasonably possible</p> <p>Email – support@docxellent.com: ASAP reply</p>	1, 2, 3, 4, 5
Extended Hours	<p>Email – support@docxellent.com: ASAP reply for priority 1 issue Timely reply for priority 2, 3, 4 issues</p> <p>Phone – 860-887-2900: Answering Service Callback or email response based on issues and priority. ASAP responses for priority 1 issue Timely reply for priority 2, 3, 4 issues</p>	1,2,3,4
After Hours	Phone – 860-887-2900:	1

(Emergency Support)	Answering Service ASAP action to restore system access and callback or email response	
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1.5. Change Management

1.5.1. Software Change Management

All software application change requests can be submitted by Customer to DocXellent via phone or email. This will invoke the DocXellent Software Change Management Procedure, *SOP-SDLC-CHANGE-MGNT* in the Customer Audit Portal. As noted, in 1.4.3, Customer change requests are classified as (PCR’s). All PCRs are reviewed by the Change Control Board (CCB) for approval and release version assignment. The PCR prioritization and approval process are based on a set of four criteria, 1) value to the customer as defined by the source subject matter expert, 2) value to sales objectives as defined by the Sales department, 3) alignment with system purpose/valid use scenarios as defined by Customer Relations and 4) complexity to implement as defined by Development. If the PCR is approved, the CCB shall slot the item for release in an upcoming Theme Pack, if the PCR is not approved, then the item shall be closed. In either instance, the Customer will be notified of the CCB decision.

1.5.2. Platform Change Management – ENSUR PaaS Software Only

Changes to the hosting environment are typical and may be initiated by Customer or DocXellent to optimize performance, user experience, or for other business purposes; however, all changes to the software, virtual server(s) or environment of the Customer’s PaaS Software shall follow a strictly controlled and fully documented change management process defined in Environment Change Management SOP *SOP--CHANGE-MGMT* in the Customer Audit Portal. This process is summarized below:

- Analysis: The Change Request process is initiated, undergoes detailed planning and risk assessment and is submitted for review.
- Review: Depending on the risk level and urgency, the request is reviewed and approved by appropriate personnel or sent back for more planning and/or documentation.
- Communications: Once approved, the request is scheduled for implementation, with communications to Customer and/or DocXellent personnel informing of what will be done, when, and if an outage will be required. If required, this will be scheduled through Customer contact or another authorized individual.
- Implementation: On the scheduled date and time, the work is carried out, testing (if necessary) is conducted, and evidence is collected.
- Post-Implementation Review: QA personnel confirm that the change properly satisfied the request, that suitable evidence was captured, and that it was completed in full accordance with DocXellent’s procedures. If not, the request is sent back until all requirements are met.

1.6. Maintenance – ENSUR PaaS Software only

1.6.1. Overview

There are 2 classifications of system maintenance, specifically Planned Maintenance and Emergency Maintenance. Planned Maintenance includes Application Installation, Application Updates and Platform updates as described in the sections below. Emergency Maintenance would only occur as a reactionary measure to a significant negative event or threat of an impending negative event.

1.6.2. Application Installation

DocXellent shall perform the following activities to establish each ENSUR PaaS Software application instance:

- Contract with the IaaS hosting provider to establish the needed cloud server(s) and supporting infrastructure
- Procure, install, renew, and administer certificate for HTTPS communications
- Procure a DNS URL for site access and provide DNS configuration assistance
- Install Anti-Virus/Intrusion software on all cloud servers
- Establish Data Volume encryption
- Install the ENSUR PaaS Software application (execute IQ as needed for validated Customers)
- Configure backup snapshot schedule per this SLA
- Establish monitoring alarms per this SLA

1.6.3. Application Updates

DocXellent shall provide resources to fully manage the deployment of all new ENSUR PaaS Software application updates. As new versions of the ENSUR PaaS Software application are released, DocXellent shall perform the following activities:

- Send to Customer a Release Notice email announcing the new version and providing release notes that detail changes and enhancements.
- Initiate an application update process with Customer per the change management requirements of this SLA.
- Schedule environment update dates and times with Customer.
- Send update reminders to Customer on the day of the installation of updates.
- Install application update and verify proper operational readiness.
- For validated Customers, provide any needed OQ and/or PQ documents.
- Notify Customer that the update has been completed.

1.6.4. Platform Updates

DocXellent shall provide resources to fully manage the deployment of all supporting software on the ENSUR PaaS Software servers. This shall include updates/patches to the Operating System

(performed on a monthly basis), SQL Server Database, Anti-Virus/Intrusion tools and the MS Office suite. When it has been determined that updates need to be applied, DocXellent shall perform the following activities:

- Notify Customer of the scheduled update window
- Send update reminders to Customer on the day of the deployment of updates.
- Apply pending updates and verify proper success
- Verify proper ENSUR PaaS Software application operational readiness

1.6.5. Emergency Maintenance

DocXellent reserves the right to perform Emergency Maintenance to an ENSUR PaaS Software server if it has been determined that, in DocXellent’s sole discretion, either 1) an adverse event has resulted or will imminently result in significantly degraded performance or complete application outage or 2) a security threat poses an immediate risk to the hosted environment and requires urgent mitigation. The scope of emergency maintenance is limited to Priority 1 issues that were discovered by DocXellent or reported to DocXellent by the customer where it is agreed that DocXellent shall provide an emergency response. In extreme cases, Emergency Maintenance services may include a disaster recovery process as defined by this SLA. While emergency maintenance is extremely rare, DocXellent will notify Customer of the emergency event and the corrective actions being taken. However, Customer response is not specifically required before corrective actions are implemented to resolve the emergency situation.

1.6.6. Timeframes

Maintenance Type	Timeframe
New Installations	New installations are performed as needed based upon either a new instance of an ENSUR PaaS Software system or the migration of an existing ENSUR system as required by Customer. New installations require approximately 5 business day lead time.
Application Updates	Application updates are performed as needed, pursuant to the ENSUR development release schedule. Application updates require an outage and are conducted in a mutually agreed upon maintenance window. These updates typically take 90 minutes or less to install per each ENSUR PaaS Software instance (i.e., Test, Validation/UAT and Production)
Platform Updates	Platform updates are performed monthly as needed for each platform software package per the recommendations of the software vendor. Platform updates are typically deployed in either the early morning or late day hours (Eastern Time) on Sundays to minimize potential disruptions to end-users of the system.
Emergency Maintenance	Emergency maintenance, if ever required, can be performed at any time.

1.7. Backup & Disaster Recovery – ENSUR PaaS Software Only

1.7.1. Backups

All ENSUR PaaS Software server instances shall be configured to perform twice daily VM snapshots of each server environment. VM backups shall encompass both the “Product Disk Volume” (i.e., OS and ENSUR application) as well as the “Data Volume” containing Customer’s database and content files. The backup jobs shall be scheduled in accordance with the Customer’s server time zone such that there is 1 “mid-day” backup and 1 “end of day” backup performed.

In addition to VM backups, each ENSUR PaaS Software system shall additionally be configured to perform periodic incremental SQL Server database backups throughout the Customer’s standard working hours to provide fine-grained hourly rollback capabilities.

1.7.2. Disaster Recovery

In the event of a disaster, DocXellent shall provide rollback assistance in accordance with the service definitions and timing of this SLA.

If a significant negative event that has rendered the system unusable, DocXellent shall provide services to restore the full system to a working state from the most recent appropriate VM snapshot. This will result in a loss of data from the time of the most recent VM backup to the time of the disaster event. For this reason, twice daily system snapshots are taken so that the maximum amount of potential data loss is ½ of the Customer’s business day. Once a restore process has been completed, it shall be the responsibility of Customer to properly test and, if needed, qualify the business purpose validity of the restored environment.

1.7.3. Timeframes

Any form of system recovery shall be performed in 2 hours or less as measured from the recovery “Start Time” to the recovery “End Time”. “Start Time” is defined as the DocXellent acknowledgement that the recovery process has begun, and “End Time” is defined as a notification to Customer that the system is back online and available for regular business operations. The invocation and execution of a recovery process shall be classified as “Emergency Maintenance” in the context of this SLA.

1.7.4. Logging

All maintenance activities to each ENSUR PaaS Software environment shall be logged by DocXellent. Logs shall contain the following information:

- Date/Time of the maintenance activity
- Who performed the activity?
- What maintenance tasks were performed?

Maintenance logs shall be stored in DocXellent’s internal ENSUR Document Control System and can be provided to Customer upon request.

1.7.5. Monitoring

The ENSUR PaaS Software system shall be monitored by DocXellent both with automated trigger-based alarms as well as manual periodic inspection and reviews. Manual inspection may include, but are not limited to; server resource availability, cloud security assessments, concurrent memory load, disk consumption, and bandwidth traffic.

Monitor services are “server-side” activities aimed at ensuring optimal system security and performance. User access attempts (who, when, results) are logged by the ENSUR PaaS Software application and can be queried by Customer as needed.

1.7.6. Trigger Based Alarms

DocXellent shall configure the following trigger-based alarms. If an alarm event occurs, DocXellent support personnel shall be notified of the alarm event so that a proper corrective action may be taken. If the alarm is the result of a disruption in service, Customer shall be notified.

Alarm Type	Trigger Description
Server Outage	The server shall be automatically monitored to verify that it is online. If the server does not respond to the “ping”, DocXellent support staff shall be notified of the server outage. For Production servers, a “Server Outage” alarm shall be handled as a “Priority 1 Email” Support incident in accordance with the terms of this SLA. For Test servers, a “Server Outage” alarm shall be handled as a “Priority 3 Email” Support incident in accordance with the terms of this SLA.
Server CPU Usage	The server shall be automatically monitored for server CPU usage. If CPU usage peaks at 100% for more than 3 minutes, this alarm shall alert the DocXellent support staff of this event. CPU Usage alarms shall be handled as a “Priority 2 Email” Support incident in accordance with the terms of this SLA.
Server Memory Usage	The server shall be automatically monitored for server memory usage. If Memory usage peaks at 100% for more than 3 minutes, this alarm shall alert the DocXellent support staff of this event. Memory Usage alarms shall be handled as a “Priority 2 Email” Support incident in accordance with the terms of this SLA.
Server Disk Space	The server shall be automatically monitored for disk(s) space utilization. If a disk reaches 80% utilization, this alarm shall alert the DocXellent support staff of this event. Disk Space alarms shall be handled as a “Priority 2 Email” Support incident in accordance with the terms of this SLA.

1.8. Availability – ENSUR PaaS Software Only

The ENSUR PaaS Software platform shall be operational 99.95% of the time in any given month during the term of the Agreement, meaning that the Outage Percentage (as defined below) shall not be more than 0.05%. An Outage means that the ENSUR PaaS Software system is not online and available for regular business usage. Outages do not include Planned Maintenance activities as defined by this agreement. If one or more Outages occur in a given month, the total duration of such Outages during such month, expressed as a percentage of the total time during such month, shall be the outage percentage (the “Outage Percentage”).

1.9. Acceptable Use – ENSURE PaaS Platform Only

The ENSUR PaaS Software hosting providers contracted by DocXellent institute policies for acceptable use of their equipment and services. Customers must agree to the terms of the Acceptable Use Policy for the agency providing their ENSUR PaaS Software hosting services. DocXellent will make available the corresponding policy to Customer for review and agreement, upon request

EXHIBIT C
PROFESSIONAL SERVICES

Professional Services

Upon Customer's request, DocXellent shall render professional services pursuant to an executed Order governed by the terms of this Agreement (or optionally a Statement of Work (SOW) governed by the terms of this Agreement or separate SOW terms). Professional services requested by Customer outside of the normal business hours of the professional services team (9:00 am – 5:00 pm EST Monday through Friday excluding local holidays) or any services not scheduled in advance may be subject to additional charges. The rates for professional services are based on DocXellent's then-standard time and materials rates. See Exhibit A for rates current as of the execution of this Agreement.

The following are examples of professional services that may be requested by Customer. Note, this list is not exhaustive but is provided as examples of tasks for which DocXellent charges an hourly or fixed-price service fee:

- Training beyond initial allotment of training hours provided during Implementation phase. Training requests may include:
 - New Editor/Admin training; (where the former Admin has been removed from ENSUR Software responsibilities or separated from the company)
 - Refresher Training
 - Training on features not initially utilized during implementation as they were tabled for latter roll-out(s)
 - Training on new versions of ENSUR Software (Note: documentation and training videos are provided as part of Maintenance & Support and posted to the Customer Portal)
- Workflow (e.g., my goal is X, how do I use the software to accomplish this goal?)
- Consulting (e.g., I need a field/form/report that does Y, how should I set it up?)
- Design and Setup of customer Forms, Overlays, Reports.
- Error reconciliation (e.g., I did A which causes result B and now need to fix it)
- Infrastructure growth, workload balancing, etc.
- Custom Reports, SQL Queries, Custom Logic (such as Stored Procedures/Triggers.)
- Assistance with Auditor requests/questions posed to Customer by Auditors
- Server migrations where ENSUR Software installation is to be moved to a different physical or virtual server by request of the Customer
- Legacy data migrations
- Validation Services (i.e., consulting on customer Requirements and associated UAT scripts, writing customer UAT scripts, executing customer UAT scripts)
- Integration with other internal systems such as ERP, SAP, or LMS

- Environment duplication; Database copying to replicate one instance to another (e.g., copy Production to TEST to have configured templates, content types, and document samples available in TEST)
- If the adverse event necessitating recovery was a major functional “mistake” made by Customer within the ENSUR Software system that has caused the controlled data to no longer meet business needs (i.e., an unintended global cascade of folder permissions changes by an administrator), Customer may require that DocXellent perform an incremental database rollback.

Detailed descriptions of common professional service requests are noted in the following sections.

Validation Services

For Customers required to comply with FDA 21CFR Part 11, DocXellent provides services to establish proper requirements, installation and functionality qualification documentation and evidence inclusive of a User Requirements Specification, Traceability Matrix, Installation Qualification (IQ), Operational Qualification (OQ) and Performance Qualification (PQ) as well as Deviation and Validation Summary Reports. These services are included in the Software annual maintenance. Additional Customer initiated validation services that are not part of the standard DocXellent provided services can be considered on an as-needed basis and may be subject to further quotation. This would typically be risk based User Acceptance Testing (UAT) defined by Customer User Requirements and associated UAT scripts.

User Training

All new Customers will receive DocXellent “train-the-trainer” services as an integral element of the new system rollout process. If preferred, our training can be focused on priority document type/samples using Customer content. Upon request, DocXellent will also provide supplemental user training services for all types of users of the system. This includes advanced training for additional System Administrators as well as comprehensive training for Editors, Approvers and Viewers. The included training is delivered through web meetings between DocXellent staff and Customer ENSUR Software users. DocXellent can also provide in-person training either at our facility or on-site at Customer’s facility as needed. Additional costs apply for supplemental training.

Environment Duplication

DocXellent understands that Customers sometimes need to have a “testing” environment that is a recent copy of their production system. Common drivers for this need are to verify new business process before implementing configuration changes in production or conducting end-user training in a sandbox having recent and representative production data. DocXellent has resources available to duplicate environments as needed, a process sometime referred to as “refreshing the test environment from production”. Given that the frequency of request to perform this activity are beyond our control, additional costs may apply for DocXellent resources to perform this work.

Custom Development

Any and all requests for custom development shall be individually assessed, approved, prioritized, and quoted on an as-needed basis. Custom development may be assessed annual maintenance. If deemed appropriate by DocXellent, this will be included in the services quotation. Ongoing annual maintenance fees will be increased by 20% of any custom development costs. A percentage share of the annual maintenance will be invoiced at the time the software release containing the custom development is made available and prorated to the annual maintenance renewal date each year.