

## SECUREDOKS TERMS OF SERVICE

Last Updated: January 20, 2015

These terms and conditions (“Terms” or “Agreement”) apply to the Services (as defined below) provided by SecureDocs, Inc. (“SecureDocs,” “our,” or “we”) via [securedocs.com](http://securedocs.com), or [contractworks.com](http://contractworks.com), as the case may be. Any additional terms applicable to specific Service offerings are set forth below. By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, do not use any of the Services. The “Effective Date” of these Terms is the date you first access the Service. SecureDocs reserves the right, at any time and in its sole discretion, to update and change any or all of these Terms. You are responsible for regularly reviewing the most current version of these Terms, which will be indicated by the “Last Updated” date above. Your continued use of the Services after any changes have been made to the Terms constitutes your consent to be bound by the changes and the then-current Terms. If you object to any changes to these Terms, your sole and exclusive remedy shall be to terminate the Services according to the terms below.

If you are accessing the Services in your capacity as an employee, consultant or agent of a company or other entity, you represent that you are an employee, consultant or agent of such company or other entity and you have the authority to agree, and be legally bound, on behalf of such company or other entity to all of the terms and conditions of these Terms.

For the purpose of these Terms, you, the company or other entity of which you are an employee, consultant or agent together constitute “you”.

**1. Services.** Our Services are offered through our proprietary software as a service platform that we host for our customers. The sign-up flow that you have agreed to, or Order Form that you have executed, identifies the subscription term and the fees payable by you for the Services to which you have subscribed. Your use of any of our Services is subject to your compliance with all terms and conditions of this Agreement. You acknowledge and agree that we reserve the right to modify the Services (or any part thereof) from time to time and that we shall not be liable to you or to any third party for any modification to the Services.

**1.1. SecureDocs Service.** SecureDocs refers to the hosted online secure virtual data room services (“SecureDocs Service”) offered by SecureDocs. By subscribing to the SecureDocs Service, you may access and use the SecureDocs Service to allow you to securely store and access files, contracts and documents (collectively, “Content”) in a virtual data room.

**1.2. ContractWorks Service.** ContractWorks refers to the hosted online online secure contract management services (the “ContractWorks Service” and together with the SecureDocs Service, the “Service(s)”). By subscribing to the ContractWorks Service, you may access and use the ContractWorks Service for online storage of your Content.

**2. Customer Support.** Provided you have paid all fees payable by you for the Services, we will use commercially reasonable efforts to provide, at no charge to you, technical support services to you and your authorized users who have subscribed to the Services. A client services representative will be assigned to your cases. Unlimited cases are accepted from authorized users. Our standard support is available 24 x 7, excluding major holidays, which include Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas, and New Years Day. You may contact customer support by emailing us at [support@SecureDocs.com](mailto:support@SecureDocs.com) for the SecureDocs Service, or [support@contractworks.com](mailto:support@contractworks.com) for the ContractWorks Service. Our response time shall not be greater than two business days.

**3. Training.** Provided you have paid all fees payable by you for the Service to which you have subscribed, we will make available remote, live or recorded training sessions to your designated, named and authorized users as well as provide tutorials which are accessible via the Help and Training section of our website at no additional charge. Please contact us at [support@SecureDocs.com](mailto:support@SecureDocs.com) for the SecureDocs Service, or [support@contractworks.com](mailto:support@contractworks.com) for the ContractWorks Service for more information about on-site training.

**4. Your Rights and Restrictions.**

**4.1. Grant of Rights.** Subject to these Terms, and upon timely payment of all applicable fees set forth in the Order Form or sign-up flow, we hereby grant to you a non-exclusive, non-transferable, limited right to use (and permit your authorized users to use) the Service to which you have subscribed solely for your internal business purposes.

**4.2. Authorized Users.** You (i) are responsible for your authorized users' compliance with this Agreement, and (ii) shall use commercially reasonable efforts to prevent unauthorized access to or use of the applicable Service to which you have subscribed, and shall notify us immediately of any such unauthorized access or use. It is your responsibility to remove access to the applicable Service to which you have subscribed if authorized status of a user or designated employee changes.

**4.3. Initial Set Up.** You, in consultation with SecureDocs, shall determine the appropriate set up and configuration of your online account for the Service to which you have subscribed. You will be responsible for approving the set-up, configuration and data migration for your account.

**4.4. Your Responsibilities.** You are responsible for all activities that occur under your user accounts or by your authorized users. You shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Content that you submit to the Service to which you have subscribed; (ii) use commercially reasonable efforts to prevent unauthorized control or tampering or any other unauthorized access to, or use of, the Service and notify us promptly of any unauthorized use or security breach; (iii) comply with all applicable local, state, federal, and foreign laws (including laws regarding privacy and protection of personal or consumer information) in using the Service, and as may be applicable to the Content; and (iv) obtain and maintain all computer hardware, software and communications equipment needed to access the Service and pay all access charges (e.g., ISP fees) incurred by you in connection with your use of any Service to which you have subscribed.

**4.5. Restrictions.** You may not, and you shall ensure your authorized users do not, (i) disassemble, reverse engineer, decompile or otherwise attempt to decipher any code in connection with the Services, or modify, adapt, create derivative works based upon, or translate any Services; (ii) license, sublicense, sell, rent, assign, distribute, time share transfer, lease, loan, resell for profit, distribute or otherwise commercially exploit, grant rights in or make the Services available to any third party; (iii) use the Services except as expressly authorized hereunder or in violation of any applicable laws; (iv) engage in any illegal or deceptive trade practices with respect to the Services; (v) circumvent or disable any security or other technical features or measures of the Services or any other aspect of the Services or, in any manner, attempt to gain or attain unauthorized access to the Services or any related computer systems or networks; (vi) use the Services to transmit infringing, libelous, obscene, threatening, libelous, or otherwise unlawful, unsafe, malicious, abusive or tortious material, or to store or transmit material in violation of third-party privacy rights; (vii) use the Services to store or transmit any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs or to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; or (viii)

interfere with or disrupt the integrity or performance of the Services or third-party data contained therein.

**4.6. Use Limitations.** You understand that the intended use of the (i) SecureDocs Service is to share Content with your employees and your clients, and (ii) ContractWorks Service is for storage and management of your Content. The Services are not meant as a backup solution, replacement for a file server, content distribution network, or to store non-business documents such as systems software or large media files. You are responsible for maintaining backup copies of your Content. We reserve the right in our sole discretion to place storage and/or bandwidth or other similar limits on your account or the Services generally and/or to charge you for exceeding any storage, bandwidth and/or usage limitations.

**4.7. Reservation of Rights.** No other rights are granted except as expressly set forth in this Agreement. The Services are provided on a subscription basis and this Agreement is not a sale, nor does it convey any rights or ownership in, or to, any of the Services or any underlying software. SecureDocs owns or has the right to provide and license all intellectual property rights, in and to the Services and the underlying software and any and all updates, upgrades, modifications, enhancements, improvements or derivative works thereof, and in any idea, know-how, and programs developed by us or our licensors during the course of providing the Services.

## **5. Your Content and Data.**

**5.1. Your Content.** You retain all rights in and to any Content that you or your users transmit, store or process through the Services. SecureDocs shall not own or license and does not have control over any such Content. The Services may provide functionality that enables you to control who may access the Content that you store in the Services; however, SecureDocs will not have access to your Content without your prior permission, except as permitted by this Agreement and required to the extent necessary to provide the Services, or as required by applicable law. You are responsible for any acts or omissions by anyone to whom you provide access to the Services. SecureDocs shall not be responsible or liable for the deletion, destruction or loss of any of your Content.

**5.2. Migration of Data.** You and SecureDocs shall determine in advance the amount of data, number of data sources and other considerations applicable to the data migration process. You shall be responsible for providing data in a format deemed acceptable by us. You shall provide such materials and reasonable assistance as identified by us for the migration of your data.

## **6. Term and Termination.**

**6.1. Term.** The term of your subscription to the Service shall be set forth in the Order Form or as agreed in the sign-up flow, and will automatically renew for successive terms as set out on the Order Form or sign-up flow, unless we discontinue the Service to which you have subscribed, or you provide us with written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. You may provide notice of non-renewal by emailing us at [info@securedocs.com](mailto:info@securedocs.com), by calling (866) 700 7975, or by writing to us at SecureDocs, Inc., 7127 Hollister Ave., Suite 25A - 320, Goleta, CA 93117.

**6.2. Right to Suspend or Terminate.** We reserve the right in our sole discretion to deny or restrict your access to or use of any Service, or to immediately suspend or terminate your access to or use of any Service, (i) if you fail to pay amounts due or, (ii) if you or your authorized users' use of the Services violates this Agreement or other SecureDocs policies, or (iii) is objectionable or unlawful, or interferes with the functioning of the Services or use of the Services by other users, in each case as determined in our sole reasonable discretion. Either party may terminate the Agreement and all applicable Service subscriptions: (a) if the other party breaches

any of its material obligations under the Agreement and such breach is not cured within thirty (30) days of receipt of notice from the non-breaching party, or (b) if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business. We may terminate the Agreement immediately in the event of a breach of Section 4.4 above. Upon a termination of the Agreement, you will immediately discontinue all use of the applicable Service, cease to represent in any form that you are a user of the applicable Service, and destroy all our Confidential Information (as defined below) in your possession. Neither party shall be liable for any damages resulting from a termination of the Agreement or any subscription to any Service as provided for herein; provided, however, that the termination of the Agreement shall not affect any claim arising prior to such termination.

**6.3. Handling of Your Data in the Event of Termination.** You acknowledge and agree that following expiration or termination of your subscription to the applicable Service, we may deactivate the applicable Service and delete your account and Content. If we terminate the applicable Service, we will grant you temporary, limited access to the terminated Service, not to exceed thirty (30) days, for the sole purpose of permitting you to retrieve your Content; provided, however, that you have paid in full all good faith undisputed amounts owed to us. You further agree that we shall not be liable to you or to any third party for any termination of your access to the applicable Service or deletion of your Content, provided that we are in compliance with the terms of this Section 6.3.

## **7. Fees.**

**7.1. Service Fees.** You agree to pay the non-refundable fees for the Service in the amount set forth in the sign-up flow or Order Form ("Service Fees"), for the term of your subscription and any for any subscription renewal term. Service Fees shall be due and payable according to the billing frequency stated in the sign-up flow or on the Order Form. Service Fees are non-refundable even if you terminate your subscription early. Service Fees may be increased upon renewal of your subscription based upon our then-current fees.

**7.2. Additional Data Rooms and User Accounts.** You may add additional (i) data rooms to your instance of the SecureDocs Service, or (ii) accounts to your instance of ContractWorks, in each case by executing an additional sign-up flow or Order Form. Each additional sign-up flow or Order Form will include the non-refundable fees payable for and billing date(s) of the additional data rooms being added at that time. You agree to pay any additional data room fees within thirty (30) days of the date of invoice. No refunds of fees you have paid will be given even if you elect to terminate your subscription early.

**7.3. Late Payments.** You acknowledge that your failure to pay any fees or charges when due may result in suspension or termination of your Service. If you fail to pay any of the fees or charges due hereunder, SecureDocs reserves the right to engage a collections agency to collect the fees and charges and you agree to pay all costs incurred by SecureDocs in connection with the collection of such past due amounts, including, without limitation, reasonable attorneys' and collections agencies' fees.

**7.4. Taxes.** You are responsible for all sales tax, use tax, value added taxes, withholding taxes and any other similar taxes and charge of any kind imposed by federal, state or local governmental entity on the transactions contemplated by the Agreement. When we have the legal obligation to pay or collect taxes for which you are responsible pursuant to this Section, we will invoice you and you agree to pay such amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **8. Representations and Warranties.**

**8.1. Mutual Representations and Warranties.** Each party hereby represents and warrants to the other party that (i) it has all necessary authority to enter into and perform its obligations under this Agreement without the consent of any third party or without the breach of any contract or agreement with any third party, (ii) all persons performing any obligations hereunder have entered into all necessary agreements in order for such persons to comply with the terms and conditions of the Agreement, and (iii) each party shall comply in all material respects with all laws applicable to the Service to which you have subscribed.

**8.2. Additional Representations and Warranties.** You represent, warrant, and covenant to us that you (i) have all rights in the Content necessary for you to use the Service to transmit, store or process such Content, (ii) will use the Services only for lawful purposes in accordance with the Agreement and all applicable SecureDocs policies and guidelines, and (iii) the storage, use or transmission of the Content does not violate any of the terms of this Agreement or any applicable law.

**8.3. Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 8, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SECUREDOCS MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AS TO ANY MATTER, INCLUDING THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SECUREDOCS DOES NOT WARRANT THAT THE SOFTWARE OR THE SERVICES WILL MEET ALL OF YOUR REQUIREMENTS, OR THAT THE USE OF THE SOFTWARE OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS CAN BE CORRECTED. THE SOFTWARE AND SERVICES ARE PROVIDED TO YOU ON AN "AS IS" BASIS AND YOUR USE OF SOFTWARE AND SERVICES IS AT YOUR OWN RISK, INCLUDING, WITHOUT LIMITATION, COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THE DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THE AGREEMENT.

SECUREDOCS DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. THIS DISCLAIMER APPLIES TO BUT IS NOT LIMITED TO ANY FEDERAL OR STATE STATUTES OR REGULATIONS THAT MAY BE APPLICABLE TO YOU. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES AND CONTENT IS IN ACCORDANCE WITH APPLICABLE LAW.

IF YOU ARE DISSATISFIED WITH THE SERVICES OR THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

**9. Confidential Information.** Unless expressly authorized by the other party, neither party shall disclose to any third party any information or materials provided by the disclosing party under this Agreement and reasonably understood to be confidential ("Confidential Information"), or use such Confidential Information in any manner other than to perform its obligations under the Agreement. The foregoing restrictions do not apply to any information that is in the public domain or already in the receiving party's possession, was known to the receiving party prior to the date of disclosure or becomes known to the receiving party thereafter from a third party having an apparent bona fide right to disclose the information, or Confidential Information that the receiving party is obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, providing receiving party provides disclosing party of timely notice of such court order or subpoena. Furthermore, you will, and will ensure your authorized users will, keep in strict confidence all passwords and other access information to the Service. This Section 9 shall survive termination or expiration of this Agreement.

## **10. Indemnification.**

**10.1. Indemnification for Infringement.** Subject to Section 10.4, and during the term of your subscription to the affected Service, we shall, at our expense, defend you against any third party claim brought against you which alleges that the Service to which you have subscribed infringes any valid U.S. patent issued to a third party as of the Effective Date, or infringes any copyright, trademark or trade secret of any third party (collectively referred to as the "Intellectual Property Underlying the Service"). In the event an injunction is sought or obtained against use of the Intellectual Property Underlying the Service, or in our opinion is likely to be sought or obtained, we shall, at our sole option and expense, either (i) procure for you and your named authorized users the right to continue to use the Service subject to the infringement claim, or (ii) replace or modify the Service subject to the infringement claim to make such Service non-infringing without materially reducing functionality as it existed on the date on which the claim was brought against you. In the event SecureDocs reasonably determines in its sole discretion that subsections (i) and (ii) above are not commercially practicable, we may terminate the applicable Service and refund any prepaid, but unused Service Fees. We shall not be obligated to defend, and shall not be liable for any costs or damages under this Section 10.1 if the alleged infringement arises out of or is in any manner attributable to: (a) any modification of any Service by you (or any of your authorized or designated users), or (b) any use of the Service in combination with services and products not provided by SecureDocs if such infringement would have been avoided without such modification or combination, or (c) SecureDocs compliance with your designs or instructions, or (d) a claim that does not state with specificity that the Service is the subject of the claim (each an "Excluded Claim"). The indemnification obligations contained in this Section 10.1 shall survive any termination or expiration of this Agreement.

**10.2. Indemnification for Data Security and Privacy.** Subject to Section 10.4, and during the term of your subscription to any Service, we shall, at our expense, defend you against any third party claim brought against you which alleges our gross negligence in preventing unauthorized access to, or our willful misconduct in disclosing, personally identifiable information of your customers in our possession or control. This indemnity will not apply to the extent that such claim arises from or relates to your negligence or willful misconduct or that of your agents or representatives, or to the extent liability is disclaimed or limited by either party under this Agreement. The indemnity obligations set forth in this section are contingent upon you proving our gross negligence or willful misconduct has directly and proximately resulted in the unauthorized access to or disclosure of personally identifiable information of your customers in our possess or control.

**10.3. Your Indemnification.** You agree to indemnify, hold harmless, and defend us and all of our employees, officers, directors and agents from any and all claims, demands, suits, proceedings, investigations, damages, costs, expenses, losses, and any other liabilities (including reasonable attorneys' fees, court costs and expenses) arising out of or relating to (i) your use of the Service in violation of this Agreement or applicable law; (ii) any claims that any Content you transmit, store or process using the Services infringes a registered U.S. patent, trademark, copyright or other intellectual property right of a third party, or misappropriates a trade secret; (iii) an Excluded Claim; (iv) any actual or alleged breach by you of any representation, warranty, covenant or obligation under this Agreement; or (v) your gross negligence or willful misconduct. Your indemnification obligations under this Section 10.3 shall survive any termination or expiration of this Agreement.

**10.4. Notification and Cooperation.** The indemnifying party's obligations to the indemnified party under this Section 10 are conditioned upon, (i) the indemnified party promptly notifying the indemnifying party, upon knowledge of any claim, for which it may be entitled to indemnification under this Agreement; (ii) to the extent applicable, the indemnified party ceasing use of the claimed infringing Service upon receipt of notice of same; (iii) the indemnified party

permitting the indemnifying party to have the sole right to control the defense and settlement of any such claim (provided that the indemnifying party may not settle any claim without the indemnified party's prior written consent unless the settlement unconditionally releases the indemnified party from all liability); (iv) the indemnified party providing reasonable assistance to the indemnifying party, at the indemnifying party's expense, in the defense of such claim; and (v) the indemnified party complying with any settlement or court order made in connection with the claim (related to the future use of any infringing materials). The indemnified party may participate in the defense or settlement of a claim with counsel of its own choice and at its own expense.

**10.5. Exclusive Remedy.** This Section 10 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

**11. Limitation of Liability.** EXCEPT WITH RESPECT TO DAMAGES ARISING IN CONNECTION WITH A BREACH OF SECTIONS 4.4 OR 12, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL EITHER PARTY'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE SUM OF THE AMOUNTS PAID BY YOU FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.

IN NO EVENT SHALL EITHER PARTY, ITS LICENSORS OR SUPPLIERS, HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), ARISING OUT OF THE AGREEMENT, THE PERFORMANCE OR NONPERFORMANCE BY EITHER PARTY OF ITS OBLIGATIONS HEREUNDER, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU, IN WHICH CASE OUR LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

**12. Personal Information and Privacy Statement.** To the extent applicable, you will comply with all applicable privacy and other laws, rules, regulations and guidelines relating to protection, collection, transmission, use and distribution of Personally Identifiable Information (as defined below) of any person. "Personally Identifiable Information" means any information that can be associated with or traced to any individual, including an individual's name, address, telephone number, e-mail address, credit card information, social security number or other similar specific factual information, regardless of the media on which such information is stored (e.g., on paper or electronically).

**13. Miscellaneous.**

**13.1. Independent Parties.** You and SecureDocs are independent contractors. These Terms do not create any joint venture, partnership, agency or employment relationship between the parties. Neither you nor any of your employees, representatives, or service providers shall make any representations, warranties or guarantees with respect to us, these Terms, or the Service other than as expressly authorized by us in writing.

**13.2. Assignment.** Neither this Agreement nor any of your rights or obligations under the Agreement may be assigned or transferred, by operation of law or otherwise, without our prior written consent, unless assigned to a successor in interest, or pursuant to a merger, corporate

reorganization, or a sale or transfer of all or substantially all of your assets of which you provide us notice at least thirty (30) days prior to the consummation of the transaction. An assignment by you based on any other circumstances requires our prior consent, which consent shall not be unreasonably withheld. We may freely assign this Agreement without your consent. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**13.3. Force Majeure.** Neither party will be responsible for any delay, interruption or other failure to perform under the Agreement due to acts beyond the control of the responsible party, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g. lightning, earthquakes, hurricanes, floods); wars, riots, and terrorist activities; a local exchange carrier's activities, and other acts of third parties; embargoes, strikes, and labor disputes; governmental decrees; failures of telecommunications providers or internet service providers; failures of third party suppliers, service providers or vendors; and any other cause beyond the reasonable control of a party.

**13.4. Choice of Law.** The Agreement and any dispute arising out of or in connection with the Agreement shall be governed by and construed under the laws of the State of California, without regard to the principles of conflict of laws. All disputes arising out of or related to the Agreement shall be subject to the exclusive jurisdiction and venue of the California state and federal courts for Santa Barbara, California, and the parties consent to the personal and exclusive jurisdiction of these courts.

**13.5. E-mail and Notices.** You agree that we may provide any and all notices, statements and other communications to you through e-mail, mail, express delivery service, or delivered by a recognized commercial carrier addressed to the address last designated on the Agreement. You are responsible for providing us with any updated contact information.

**13.6. No Waiver; Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**13.7. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

**13.8. Entire Agreement.** To the maximum extent permitted by applicable law, this Agreement, together with the documents referenced herein and all Order Forms and sign-up flows, constitute the entire agreement between the parties as to its subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement.

**13.9. No Representations.** No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into this Agreement (unless such untrue statement was made fraudulently) and that party's only remedy in respect of any untrue statement shall be for breach of contract as provided in this Agreement. You acknowledge and agree that your agreement hereunder is not contingent upon the delivery of any future functionality or features not specified herein or in an Order Form, or dependent upon any oral or written, public or private comments made by us with respect to future functionality or features for the Service.

**13.10. Authority to Bind.** SecureDocs shall be entitled to rely on its reasonable and good faith determination of an individual's or administrator's authority to act on behalf of the party entering into this Agreement.

**13.11. Order of Precedence.** In the event of any conflict between the provisions in this Agreement and any Order Form, the terms of such Order Form shall prevail, to the extent of such conflict. No terms or conditions stated in your purchase order or in any other of your order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**13.12. Export.** Both parties agree to comply with applicable US export and import laws and regulations. You shall not permit your users to access or use the Service in violation of any U.S. export embargo, prohibition or restriction.

**13.13. Publicity.** We may not name you as a user of the Service without your written consent.

**13.14. Links to Third Party Sites.** The Service or our website may include links to third party sites ("Linked Sites"). The Linked Sites are not under our control and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, any changes or updates to a Linked Site, or any services provided via a Linked Site. We are providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by us of the site or any associated services provided by the site.