



### **Software as a Service Agreement**

This Software as a Service Agreement (the "Agreement") is between NetDocuments and the Customer, as outlined on an Order Form referencing this Agreement.

If Customer's principal place of business stated above is: (a) in the North America, Central America, or South America, "NetDocuments" refers to NetDocuments Software, Inc., a Delaware corporation with offices at 2500 West Executive Parkway, Suite 300, Lehi, Utah 84043; (b) in the United Kingdom, European Economic Area, Africa, or the Middle East, "NetDocuments" refers to NetDocuments Limited registered in England and Wales with registered company number 7509508, with offices at 100 Berkshire Place, Winnersh, Wokingham RG41 5RD ; or (c) in Australia, New Zealand, or Asia, "NetDocuments" refers to NetDocuments Australia Pty Limited, with offices at 40 Governor Macquarie Tower, 1 Farrer Pl, Sydney NSW, Australia.

#### **1. Definitions**

- 1.1. **"Access Software"** means any software in object code form that is supplied by NetDocuments in conjunction with the Services and that installs and runs on Customer Systems, for example, ndOffice or mobile applications. NetDocuments' support policy for Access Software is posted on the NetDocuments support site.
- 1.2. **"Administrative Contacts"** means individuals designated by Customer to receive notices related to NetDocuments Services, including the operations and functionality thereof. Administrative Contacts will receive Digital Notice by email. Digital Notice will also be posted on the NetDocuments support page.
- 1.3. **"Affiliates"** means any entity that directly or indirectly controls, is controlled by, or is under common control with, Customer or NetDocuments.
- 1.4. **"Billing Commencement Date"** means the date identified in the Order Form as the date NetDocuments will bill Customer for the Services.
- 1.5. **"Confidential Information"** of a party means any information, technical data or trade secrets, exchanged between the parties outside of the Services and relating to: product plans, Intellectual Property, products, services, customers, employees, documents, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing, product pricing or financial information of the party, but excluding any information other than Personal Data that: (a) is obtained from a third-party free of any confidentiality obligation; (b) is in or enters the public domain without unauthorized disclosure in breach of this Agreement; (c) was in the Receiving Party's possession prior to receiving it from the Disclosing Party; or (d) is developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. NetDocuments' Confidential Information all Platform Data, and all non-public information regarding the Services.
- 1.6. **"Customer Repository Data"** means data residing in Customer's private repository on the ND Network that is uploaded or otherwise transmitted by or on behalf of any Service User, for the period of time such data is being stored or processed by the Services, which shall be treated as confidential and protected with the additional technical and operational security measures set forth in Exhibit B – NetDocuments Security and the Data Processing Addendum.
- 1.7. **"Customer Managed Storage Location"** means a server not hosted or managed by NetDocuments, where Customer can store Customer Repository Data outside the ND Network using the NetDocuments ndFlexStore or ndMirror technologies. Customer's use of Customer Managed Storage Locations is optional.
- 1.8. **"Customer Service Account"** means the functionality of the Services that allows Administrative Contacts to manage Customer's account. For example, Administrative Contacts can add Internal Users and External Users, create user groups, and set user and group permissions through the Customer Service Account.

- 1.9. **“Data Processing Addendum”** means the document described in Section 6.3. Protection of Personal Data.
- 1.10. **“Digital Notice”** means information provided by NetDocuments on the NetDocuments support webpage. Customers and Administrative Contacts may register on the support webpage to receive updates by email. This is not meant to be used for legal notices under this Agreement.
- 1.11. **“Documentation”** means the official documentation related to the Services made generally available by NetDocuments, including instructions and specifications that describe components, features, requirements, or other aspects of the Services.
- 1.12. **“External User”** means any person granted access to all or part of a Service by an Internal User.
- 1.13. **“Help Desk Support”** means support provided in connection with the Services by NetDocuments to the Customer as described in Section 2.6 (NetDocuments Services and Support Levels) and Exhibit A (NetDocuments Service Levels and Support).
- 1.14. **“Intellectual Property”** means existing and future rights and interests (registered or unregistered) applied for, granted, or otherwise existing anywhere in the world in and to patents, inventions, trademarks and service marks (including all goodwill therein), copyrights, copyrightable works, trade names, domain names, moral rights, trade secrets, know-how, proprietary information, designs, and all other intellectual, industrial, or proprietary rights, however arising and whether or not registered or issued.
- 1.15. **“Internal Users”** are employees or subcontractors of Customer, or a Customer Affiliate given an account in Customer’s repository by Customer’s administrators. Internal Users also include accounts created for use by other applications and integrations (including additional Services or third-party services that integrate with Services) for ongoing functionality or access to a Service, but not associated with a specific individual user. All employees or subcontractors of Customer or a Customer Affiliate who use the Services must be Internal Users and may not be External Users.
- 1.16. **“ND Network”** means servers and infrastructure under the control of NetDocuments and used to host and operate the Services up to the boundary where such servers and infrastructure connect to the Internet. The ND Network does not include any Customer Managed Storage Locations.
- 1.17. **“Order Form”** or **“Order”** means the form, regardless of name, title, format, or media, through and pursuant to which Customer subscribes to Services. Customer may have more than one Order Form.
- 1.18. **“Personal Data”** will have the meaning set forth in the Data Processing Addendum.
- 1.19. **“Platform Data”** means any data or statistics that are associated or generated in connection with use of the Services. NetDocuments may use Platform Data to analyze Customer performance and usage in order to provide or improve the Services. NetDocuments may use anonymized, aggregated Platform Data for benchmarking or other internal purposes, including generating reports regarding Service usage and customer data trends generally.
- 1.20. **“Professional Services”** means any services provided by NetDocuments and described in a Statement of Work.
- 1.21. **“Services”** means, as the case may be, the ND Network cloud-hosted content management software, the Access Software and any related services provided by NetDocuments, but excludes Professional Services.
- 1.22. **“Services Region”** means the geographic location(s) specified in the relevant Order Form in which NetDocuments hosts the Services to which Customer subscribes.
- 1.23. **“Service Users”** means Internal Users and External Users.
- 1.24. **“Statement of Work”** means a document executed by Customer and NetDocuments that refers to this Agreement and describes Professional Services purchased by Customer and to be supplied by NetDocuments.
- 1.25. **“Subscription Fees”** means the recurring fees for the Services specified in the Order Form in accordance with the GSA Schedule Pricelist.
- 1.26. **“Term”** means, collectively, the Initial Term and any Renewal Term, as defined in the relevant Order Form.
- 1.27. **“Unauthorized Access”** means: (a) unauthorized access, use, disclosure, alteration to Customer Repository Data while it is residing on the ND Network by anyone other than a person using the login credentials of a Service User; or (b) access to Customer Repository Data by NetDocuments’ personnel other than as permitted by this Agreement, or volunteered by Customer or a Service User.

## 2. NetDocuments Services.

2.1. Use of Access Software, Documentation, and Services. NetDocuments hereby grants to Customer during the Term a limited, non-exclusive, non-transferable (except as permitted by Section 12.6 (Assignment)), non-sublicensable right for Service Users to (a) access and use the Services (b) install and run the Access Software; (c) store and print the Documentation for use with the Services; in each case solely in accordance with the terms and conditions herein and all applicable laws, rules, and regulations.

2.2. Use by Customer Affiliates. Customer may procure Services for its Affiliates. Customer shall be fully responsible for the use of and access to the Services or Documentation by its Affiliates and its Affiliates' compliance with this Agreement. Customer agrees and shall ensure that any claim connected with this Agreement will be asserted only by Customer and not any of its Affiliates; provided, however, Customer may claim loss or damage incurred by its Affiliates as if such loss or damage were incurred by Customer.

2.3. Use of Services by External Users. All employees or subcontractors of Customer or a Customer Affiliate who use the Services are and must be treated as Internal Users, not External Users. Customer may grant External Users access to the Services. Customer shall be fully responsible for External Users' use of the Services or Documentation and their compliance with this Agreement.

2.4. Services Region. NetDocuments will store Customer Repository Data in the Services Region specified in Section 1.2. of the Order Form and will not transfer or access Customer Repository Data, except at Customer's or a Service User's direction, unless required by applicable law. For purposes of this Section, "transfer" shall not include (a) any transfer of or access to Customer Repository Data on or through the Services in accordance with the digital instructions of a Services User (for example, using the sharing facilities of the Services); or (b) use of the Services by Service Users outside of the Services Region if the Customer configures the Services to permit or not restrict such use.

2.5. Security Specifications and Data Processing. NetDocuments shall implement and maintain appropriate industry standard administrative, physical, and technical safeguards to protect the confidentiality and integrity of Customer Repository Data from Unauthorized Access using measures equal to or better than those of the ND Network Security document attached hereto as Exhibit B (NetDocuments Security) and the Data Processing Addendum (as applicable).

2.6. NetDocuments Services and Support Levels. NetDocuments shall provide Help Desk Support in accordance with the NetDocuments' Service Levels and Support attached hereto as Exhibit A (NetDocuments Service Levels and Support) and the NetDocuments support policies posted on the NetDocuments support website.

2.7. Retirement of Services or Features. NetDocuments will provide Customer with at least 6 months' Digital Notice of material changes to or retirement of Services or features. The NetDocuments Services may change but its functionality will not materially decrease during the Term.

### **3. Restrictions on Customer's Use.**

3.1. Use Limited to Service Users. The Services and Documentation may only be accessed by Service Users. Customer and Service Users must not share login credentials with any other person.

3.2. Business Purposes. Customer shall use the Services and Documentation only for Customer's internal business purposes. Customer shall not transfer, copy, modify, sublicense, distribute, translate, disassemble, reverse engineer, decompile, frame, mirror, or resell the NetDocuments Services and Documentation ("NetDocuments Items") internally or to any third party or use the NetDocuments Services and Documentation for any purpose competitive to NetDocuments, or to interfere with or disrupt the integrity of the NetDocuments Items.

3.3. External Users. If any Internal User is required to review and agree to NetDocuments Terms of Service before accessing the Services, such NetDocuments Terms of Service are of no effect with respect to such Internal Users and are superseded by the terms of this Agreement. If Customer allows External Users to access the Services, Customer is responsible for ensuring their compliance with this Agreement and will be responsible for any acts or omissions.

3.4. Compliance with Laws and Third-Party Rights. Customer shall not use any NetDocuments Items in any way that breaches the rights of any third party or violates any applicable law, rule, or regulation, including export control and data privacy laws. NetDocuments is not responsible for compliance with any law, rule, or regulation applicable to Customer, Customer Repository Data, or Customer's industry that are not generally applicable to information technology service providers. Without limiting the foregoing, Customer shall not use the Services to store or transmit unlawful content, except as such may be required in its role as a professional service provider, in which case Customer will ensure that any use of the Services to store or process such content is appropriate under the circumstances, lawful, restricted to only necessary Service Users, and removed at the earliest opportunity.

### **4. Customer Responsibilities.**

4.1. Customer System Requirements. Customer shall provide, configure and maintain: (a) all hardware and client-side software necessary to use the Services and deploy the selected Access Software; (b) Internet access; (c) software not provided by NetDocuments that is required to access the Services in addition to the Access Software (for example, a compatible Internet browser); and, if applicable, (d) Customer Managed Storage Locations (collectively "Customer Systems"). Customer is responsible for ensuring Customer Systems provide sufficient capacity, performance and connectivity and meet the service

levels recommended by NetDocuments. Customer will maintain appropriate security and protection of the devices accessing the NetDocuments Service.

4.2. Help Desk Support. NetDocuments will provide Help Desk Support as provided in Exhibit A (NetDocuments Service Levels and Support). Help Desk Support may be provided by NetDocuments' personnel or subcontractors in regions other than Customer's Service Region. Customer is responsible for any and all Customer Repository Data shared as a result of its initiation of Help Desk Support and will ensure that Customer Repository Data is shared in conformity with any Customer or client policies or laws, rules, or regulations that may apply to Customer Repository Data. NetDocuments will not be liable for any Customer Repository Data shared by Customer or its Service Users in violation of any policy or law, rule, or regulation applicable to Customer Repository Data.

4.3. Third-Party Applications. NetDocuments enables select third parties to provide a service or software ("Third-Party Applications") that integrates with one or more NetDocuments Services. NETDOCUMENTS MAKES NO WARRANTIES REGARDING ANY THIRD-PARTY APPLICATION, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT ANY THIRD-PARTY APPLICATION WILL (A) REMAIN AVAILABLE THROUGHOUT THE TERM; (B) BE ERROR FREE OR RUN UNINTERRUPTED; (C) OFFER ANY PARTICULAR FEATURES OR PERFORMANCE OR (D) MEET CUSTOMER'S NEEDS. ALL THIRD-PARTY APPLICATIONS ARE PROVIDED "AS-IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY APPLICATION IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY APPLICATION. A limited selection of Third-Party Applications may be offered by NetDocuments as additional Services, as evidenced by their inclusion on an Order Form or their selection using the Customer Service Account subject to additional Subscription Fees. Other Third-Party Applications require a separate contract (for which NetDocuments will have no responsibility) between Customer and the third-party supplier.

4.4. NetDocuments' Application Programming Interface. The Services do not include access to NetDocuments' application programming interface ("API"). NetDocuments will grant API access to Customer reasonably promptly after (a) Customer requests access; and (b) registers an application with NetDocuments' customer support department. Customer acknowledges and agrees if NetDocuments grants Customer access to NetDocuments' API, Customer will be solely responsible for use of the API in accordance with the terms of this Agreement and Customer may not share its API access with any third party. Any access to NetDocuments' API may be subject to additional terms and conditions, to ensure the API calls don't present security or load concerns, at NetDocuments' discretion, such additional terms will be presented and mutually agreed upon between Customer and NetDocuments prior to implementation or any further obligation.

## 5. Intellectual Property and Related Rights.

5.1. NetDocuments Intellectual Property. NetDocuments or its licensors own all right, title, and interest in and to Intellectual Property in the NetDocuments Items, Platform Data, and other proprietary rights and interests comprising and used to support and operate the Services. Customer has no rights in or to such Intellectual Property except as expressly set forth in this Agreement. NetDocuments expressly reserves all other rights.

5.2. Customer Repository Data.

5.2.1. NetDocuments disclaims ownership of Intellectual Property rights in Customer Repository Data. Customer hereby grants NetDocuments a limited, free of charge, non-exclusive, non-transferable (except in accordance with Section 12.6 (Assignment)), non-sublicensable (except as necessary to provide Third-Party Applications in accordance with Section 4.3 (Third Party Applications)) license to store, copy, and process Customer Repository Data in order to provide the Services.

5.2.2. NetDocuments shall not use, disclose or access Customer Repository Data other than (a) to provide the Services and perform the obligations contemplated in this Agreement (including Professional Services, if applicable); (b) as required to facilitate Third-Party Applications in accordance with Section 4.3 (Third Party Applications); (c) as requested or volunteered by Customer or a Service User in connection with Help Desk Support; or (d) as required to comply with a legal demand in accordance with Section 6.2. (Permitted Use and Disclosure).

5.2.3. The license and obligations pursuant to this Section 5.2.2 will survive the termination or expiration of this Agreement until Customer Repository Data is no longer on the ND Network.

## 6. Confidential Information.

6.1. Protection. During the Term each party ("Receiving Party") may receive Confidential Information from the other party ("Disclosing Party"). During the Term and indefinitely thereafter, as long as the Confidential Information is held, the Receiving Party shall protect any Confidential Information received from the Disclosing Party by exercising the same degree of care it

uses to protect its own information of like importance from unauthorized use or disclosure, but in no event less than a reasonable degree of care.

- 6.2. Permitted Use and Disclosure. Receiving Party may only use Disclosing Party's Confidential Information for purposes in connection with this Agreement or as expressly authorized by this Agreement. Receiving Party shall not disclose Disclosing Party's Confidential Information to any third party, without the prior written consent of the Disclosing Party, except in the following circumstances: (a) to its employees or authorized agents or independent contractors to the extent necessary for them to perform the Receiving Party's obligations in this Agreement; (b) in confidence, to legal counsel, accountants, banks, and financing sources and their advisors or in connection with an actual or proposed merger, acquisition, or similar transaction; (c) in connection with the enforcement of this Agreement; or (d) in order to comply with applicable law or a court order (it being understood that such disclosure may include Customer Repository Data, in the case of NetDocuments) provided that to the extent legally permissible the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure and reasonable assistance, at the Disclosing Party's expense, if the Disclosing Party seeks to contest such disclosure. NetDocuments recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552 ("FOIA"), which may require that certain information be released, despite being characterized as "confidential" by the vendor. NetDocuments hereby designates all information, data, and materials provided to Customer under this Agreement, which constitute trade secrets, commercial or financial information, as "Confidential Business Information" ("CBI") to the extent that such information is customarily kept private by the NetDocuments and may implicate the NetDocuments' competitive interests if disclosed. Customer agrees to take reasonable steps to oppose disclosure of such CBI to the extent permitted under FOIA, including asserting any applicable exemption or privilege, and to notify NetDocuments promptly of any FOIA request received for disclosure of CBI. Upon such notification, NetDocuments shall have the right to challenge any potential disclosure of CBI, and the Customer agrees to allow NetDocuments the opportunity to object to the disclosure of CBI to third parties before such disclosure and to reasonably cooperate with NetDocuments' efforts to seek an injunction or otherwise prevent or limit such disclosure. Customer's agreement to protect CBI is subject to the obligations of FOIA and does not guarantee that the CBI will not be disclosed pursuant to a FOIA request. The final determination regarding disclosure of information is made by the appropriate government authority in accordance with applicable laws and regulations.
- 6.3. Protection of Personal Data. To the extent that NetDocuments "processes" any "Personal Data" (as such is defined in a Data Processing Agreement), and upon Customer's request, NetDocuments will provide its standard Data Processing Addendum that is tailored specifically to the Services.

## 7. Term and Termination.

- 7.1. Term. The Term of this Agreement will commence on the Effective Date and will continue until the expiration or termination of all Order Forms, Statements of Work, and Transition Periods governed by this Agreement, unless earlier terminated in accordance with the terms herein. Notwithstanding anything to the contrary, unless the parties mutually execute a new agreement, if any Order Form or Statement of Work is executed by the parties, or if NetDocuments, at Customer's election, continues to provide Services or Professional Services to Customer after the expiration or termination of this Agreement, then this Agreement shall govern all such Services or Professional Services and shall remain in effect until all Order Forms, Statements of Work, and Transition Periods have been completed.
- 7.2. Termination for Breach. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, NetDocuments shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Termination for breach of a material obligation under this Section 7.2(a) will take effect: (y) immediately, if the breach cannot be cured; or (z) on the 31st day following receipt of notice from the non-breaching party, unless the breaching party corrects the stated breaches within the first 30 days following receipt of notice.
- 7.2.1. Suspension of Services. Without limiting the foregoing, NetDocuments may temporarily suspend or limit Customer's access to the Services, in whole or in part to mitigate serious security risks. NetDocuments shall give Customer not less than 14 days' notice specifically referring to the threat of suspension before exercising its right to suspend or limit Services. To the extent suspension is due to a breach of payment obligations, Customer shall have a right to cure the breach in accordance with the above prior to any suspension of the Services.
- 7.3. Transition Period. If NetDocuments or Customer provides notice of termination of this Agreement, Customer may elect to continue using the NetDocuments Items for a period of up to 6 months from the notified end date (the "Transition Period") provided Customer: (a) is not in breach of its obligations under this Agreement on the date of the notice of termination nor

thereafter during the Transition Period; (b) is current on its Subscription Fee payments under this Agreement, and (c) prepays the Subscription Fee for the Transition Period within 10 days of its election to establish a Transition Period. The continuation of the Services during the Transition Period shall not constitute a waiver by any non-defaulting party of its claims against a defaulting party hereunder. If Customer elects the continuation of the Services pursuant to this Section, the parties agree that their respective rights and obligations under this Agreement shall continue in force until the conclusion of the Transition Period.

7.4. Removal of Customer Repository Data. Customer shall ensure that all Customer Repository Data is removed from the ND Network before the end of the Term or any applicable Transition Period. Customer acknowledges that to have the ability to conduct the mass export/downloading of Customer Repository Data from the Service, Customer shall be required to download from the NetDocuments website, free of charge, tools, and processes, to remove Customer Repository Data from the ND Network. It is Customer's obligation to control, manage and remove Customer Repository Data from the ND Network. NetDocuments shall provide confirmation to Customer that the Customer's repository is empty. To the extent any Customer Repository Data remains on the ND Network 30 days after the termination or expiration of this Agreement (including any applicable Transition Period) NetDocuments may: (a) delete and permanently destroy all Customer Repository Data stored on the ND Network; or (b) at Customer's request, charge Customer for the continued storage of Customer Repository Data at a rate equal to the Subscription Fees previously applicable to the relevant Order Form(s).

7.5. Cessation of Services. Upon termination or expiration of this Agreement and the end of any applicable Transition Period, NetDocuments will discontinue Customer's access to the Services, and Customer will immediately delete all copies of the Access Software from Customer Systems.

7.6. Australian Protection. This Section 7.6. applies only if Customer is domiciled in Australia. Despite any other provision to the contrary in this Agreement, to the extent that section 415D, 434J or 451E of the Australian Corporations Act (each, an "ACA Section") applies to any right in this Agreement ("Right"), the Right must not be enforced to that extent only during the period prescribed by the ACA Section, any extended period ordered by a court and at any other time required by the ACA Section (except, for the avoidance of doubt, to the extent that the ACA Section does not apply to the Right, contract, agreement or arrangement in this Agreement including (without limitation) as a result of any court order, any regulation or declaration that relates to the ACA Section or any other provision in Chapter 5 of the Corporations Act). This provision does not affect any other enforcement of the Right or the enforcement of any other right.

## 8. Fees and Payment.

8.1. Disputed Amounts. If Customer disputes any invoice, Customer shall notify NetDocuments of the disputed portion within 30 days of the invoice date and pay the undisputed portion as provided in Section 3.4. (Invoices) in the Order Form. The parties will cooperate in good faith to resolve the dispute promptly.

8.2. Reserved.

8.3. Sales, Use, and Other Taxes. NetDocuments or its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

8.4. Reserved.

## 9. Representations and Warranties.

9.1. Right to Enter into Agreement. Each party represents that: (a) it is validly formed and in good standing in the jurisdiction in which it is formed; (b) it has the legal right and all requisite power and authority to enter into this Agreement and to execute, deliver, and perform its obligations under this Agreement; and (c) the execution, delivery, and performance of this Agreement has been duly authorized by all necessary organizational action of such party, and when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms and conditions and will not violate or constitute a breach of any agreement binding upon such party.

9.2. Additional NetDocuments Warranties. NetDocuments represents that it has the legal right to provide the Services. NetDocuments shall perform the Services and the Professional Services using the care and skill to be expected of a professional and competent service provider in accordance with good industry practice.

9.3. Additional Customer Warranties. Customer represents, warrants, and covenants that it has, and during the Term and any Transition Period will at all times have, the legal right to possess, store, and transmit the Customer Repository Data using the Services.

9.4. No Other or Implied Warranties. EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE IN THIS AGREEMENT, ALL SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. NETDOCUMENTS SPECIFICALLY DISCLAIMS ALL IMPLIED

WARRANTIES, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, NETDOCUMENTS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR RESULTS OF THE USE THEREOF WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. CUSTOMER ACKNOWLEDGES THE SERVICES MIGHT BE SUBJECT TO OCCASIONAL DELAYS, INTERRUPTIONS, AND OTHER ISSUES INHERENT TO INTERNET SERVICES, AND THAT THE SERVICES MAY CONTAIN DEFECTS AND/OR MAY NOT OPERATE UNINTERRUPTED OR ERROR FREE. EACH PARTY ACKNOWLEDGES AND AGREES THAT IT HAS NOT ENTERED INTO THIS AGREEMENT ON THE BASIS OF ANY REPRESENTATIONS OR PROMISES NOT EXPRESSLY SET OUT HEREIN.

## 10. Limitation of Liability.

10.1. No Indirect Damages. LIABILITY ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INTERRUPTION OF BUSINESS, OR FOR INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. FOR INDEMNIFICATION CLAIMS, DAMAGES AWARDED OR DETERMINED BY EXPRESS AGREEMENT IN A MONETARY SETTLEMENT SHALL CONSTITUTE DIRECT DAMAGES.

10.2. Local Echoing and ndMirror. NETDOCUMENTS SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGES, OR CLAIMS ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT TO THE EXTENT THAT SUCH LOSS, DAMAGE, OR CLAIM COULD HAVE BEEN AVOIDED OR REDUCED BY THE USE OF LOCAL ECHOING OR NDMIRROR (EVEN IF CUSTOMER OPTED NOT TO USE LOCAL ECHOING OR SUBSCRIBE TO NDMIRROR).

10.3. Liability Cap. EXCEPT FOR OBLIGATIONS ARISING UNDER SECTION 11 (INDEMNIFICATION), EACH PARTY'S ENTIRE LIABILITY FOR ANY AND ALL CLAIMS RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, OR ANOTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED IN THE AGGREGATE THE TOTAL AMOUNT OF THE ANNUALIZED SUBSCRIPTION FEE PAID OR PAYABLE TO NETDOCUMENTS AT THE TIME OF THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. MULTIPLE CLAIMS SHALL NOT EXPAND ANY OF THE LIMITATIONS SET FORTH IN THIS SECTION 10.

10.4. Exceptions. Notwithstanding the foregoing, nothing in this Agreement excludes or limits a party's liability for (a) death or personal injury to the extent caused by a party's negligence; (b) that party's fraud or fraudulent statements; or (c) any liability for which the governing law of this Agreement prohibits the exclusion or limitation of liability. This Section 10 in no way limits Customer's liability for Subscription Fees owed pursuant to this Agreement.

10.5. Australian Consumer Law. This Section 10.5. applies only if Customer is domiciled in Australia. Nothing in this Agreement shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by the Australian Consumer Law ("ACL") and which by law cannot be excluded, restricted or modified.

10.5.1. NetDocuments' Services come with guarantees that cannot be excluded under the ACL. For major failures with the Services, Customer may be entitled:

10.5.1.1. to terminate this Agreement with NetDocuments; and

10.5.1.2. to a refund of Subscription Fees for any unused portion of the Services occurring after the termination, or to compensation for its reduced value in accordance with Exhibit B of this Agreement.

Customer is also entitled to be compensated for any other reasonably foreseeable loss or damage, subject to the limitations of liability in Sections 10.1. and 10.2. If the failure does not amount to a major failure Customer is entitled to have problems with the Services rectified in a reasonable time and, if this is not done, to terminate this Agreement and obtain a refund of Subscription Fees for any unused portion of the Services occurring after the termination.

## 11. Indemnification.

11.1. Indemnification by NetDocuments. NetDocuments shall indemnify and have the right to intervene to defend Customer and its directors, officers, and employees from and against losses, damages, judgments, and expenses, including attorney fees, arising out of a claim, suit, action, or proceeding brought by a third party to the extent arising from an allegation that the Services, when used in accordance with this Agreement, infringe the Intellectual Property rights of any third party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. NetDocuments will not be obligated to

indemnify Customer to the extent that any claim of infringement arises from: (a) the combination, operation, or use of any Services with equipment, devices, or software not supplied by NetDocuments, to the extent such claims could have been avoided if the Services had not been so combined, operated, or used; (b) Customer's breach of this Agreement or applicable law; and (c) alterations or modifications to the Services which are not performed by NetDocuments, to the extent such claims could have been avoided if the Services had not been so altered or modified.

11.2. Reserved.

11.3. Indemnification Procedures. Upon an event giving rise to a claim under this Section 11, the party claiming the right to indemnification (the "Indemnified Party") shall:

11.3.1. promptly notify the other party (the "Indemnifying Party") of any circumstances the Indemnified Party believes may result in a claim for indemnification (provided that the indemnifying party shall not be relieved of any indemnification obligations except to the extent it is materially prejudiced as a result of the Indemnified Party's failure to provide prompt notice); and

11.3.2. cooperate with and take all reasonable steps requested by the Indemnifying Party to allow the Indemnifying Party to control the defense and settlement of claims subject to indemnification with counsel selected in the Indemnifying Party's discretion. The Indemnified Party may participate in the defense with its own counsel and at its sole cost. The Indemnifying Party shall not settle a claim that imposes obligations on, or restricts the operations of, the Indemnified Party without the written consent of the Indemnified Party, which consent must not be unreasonably withheld, conditioned, or delayed.

## 12. General.

12.1 Export Compliance. Customer acknowledges that NetDocuments' Service is subject to U.S., foreign, and international export control, import, and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations (EAR, 15 C.F.R. Parts 730-774) and regulations administered by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC, 31 C.F.R. § 500, et seq.). Customer hereby agrees that it will not, under any circumstances, engage in any activities during the course of its engagement with NetDocuments that could cause NetDocuments to violate any applicable law or regulation. Customer specifically agrees that it will not, directly or indirectly, export, reexport, transfer (in-country), sell, lease, or supply, or allow any other access to or use of the Services to, in, by, or for any country/region subject to U.S. embargo or sanctions, any U.S. denied or sanctioned person, or any prohibited end-use under U.S. law without authorization from the U.S. government and prior written approval from NetDocuments. Without limiting the generality of the foregoing, Customer represents and warrants that neither it nor its employees, board members, consultants, affiliates, suppliers, or subcontractors are subject to U.S. sanctions or other export restrictions, including, but not limited to, being (1) identified on or in the U.S. Department of Commerce's Denied Persons List, Unverified List, or Entity List; the U.S. Department of State's Non-Proliferation Sanctions Determinations; or OFAC's Specially Designated Nationals List, Foreign Sanctions Evaders List, or Sectoral Sanctions Identifications List; (2) directly or indirectly 50 percent or more owned, in the aggregate, by individuals/entities sanctioned by OFAC; (3) designated or blocked pursuant to sanctions- or export-related U.S. Executive Orders; (4) located or ordinarily resident in a country/region subject to U.S. embargo or sanctions; or (5) an official, employee, agent, or contractor of, or directly or indirectly acting or purporting to act for or on behalf of, a government (including any political subdivision, agency, or instrumentality thereof or any person directly or indirectly owned or controlled by the foregoing) or political party subject to U.S. embargo or sanctions or any other entity in an embargoed/sanctioned country or region or subject to U.S. embargo or sanctions. Customer is required to immediately notify NetDocuments in writing if there is any change that impacts the accuracy of any representation or other information in this clause. Notwithstanding any other provision in this Agreement, NetDocuments shall have the right to terminate this Agreement or discontinue performance immediately and without penalty upon the determination by NetDocuments, in NetDocuments's sole discretion, that Customer has breached, intends to breach, or insists upon breaching any of the provisions in this clause; or if NetDocuments deems such cessation necessary, in its sole discretion, to ensure compliance with U.S. law.

12.2. Common Subcontractors. NetDocuments may subcontract any part of its obligations under this Agreement that is common to and subcontracted for other NetDocuments' customers (such subcontractors referred to as "Common Subcontractors"). NetDocuments may change or appoint new Common Subcontractors from time to time during the Term, and NetDocuments will give Customer Digital Notice of material changes or additions to Common Subcontractors. To the extent that Common Subcontractors processes Customer Repository Data, NetDocuments represents that such Common



Subcontractors have information security technical and operation measures at least as protective as those found in Exhibit B (NetDocuments Security).

12.3. Force Majeure. Except for Customer's payment obligations hereunder, in accordance with GSAR 552.212-4(f), neither party will be liable for failure or delay to perform under this Agreement if such failure or delay is caused by the occurrence of any contingency beyond its reasonable control (a "Force Majeure Event"), including, but not limited to, widespread Internet outage, industrial disturbance, denial of service attack, war, act of terrorism, insurrection, multi-day power outage, acts of God or acts of civil or military authority. A Force Majeure Event also includes a temporary suspension of the Services at any time NetDocuments reasonably believes such suspension is necessary in response to a perceived threat to the Services, ND Network, or Customer Repository Data. A party experiencing a Force Majeure Event shall notify the other party promptly and shall resume performance as soon as practicable under the circumstances.

12.4. Relationship of the Parties. The parties are independent contractors, and neither will at any time be considered, or represent itself to be, an agent, employee, associate, or joint venture party of the other.

12.5. Notices. Any notice under this Agreement given by a party to the other party will be in writing and will be effective upon delivery as follows: (a) if to Customer, (i) when delivered via registered mail, return receipt requested, to the address specified in an Order Form or otherwise on record for Customer; or (ii) when sent via email to the email address specified in an Order Form or otherwise on record for Customer; and (b) if to NetDocuments, when sent via email to legal@netdocuments.com, with a duplicate copy sent via registered mail, return receipt requested, to: NetDocuments Software, Inc., Attn: Legal Department, 2500 West Executive Parkway, Suite 300, Lehi, Utah 84043.

12.6. Assignment. Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which must not be unreasonably withheld, conditioned, or delayed. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties, their successors, and their permitted assigns.

12.7. No Third-Party Beneficiaries. The provisions of the Agreement are only for reliance upon and the benefit of Customer and NetDocuments and its licensors and confer no rights or remedies on any other person or entity.

12.8. Waiver/Amendment. Neither this Agreement nor any of its provisions may be waived, amended, or otherwise modified, except by a written instrument signed by both parties. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

12.9. Announcements of Agreement. During the Term, Customer agrees that NetDocuments may, without separate written consent from Customer, include Customer's name or logo on our website and in other sales and marketing materials in order to identify the existence of Customer as a current customer of NetDocuments.

12.10. Counterparts. This Agreement may be executed in any number of counterparts which may be delivered as a .pdf attached to email or by digital or electronic signature, and each counterpart so executed and delivered will be deemed an original, all of which together will constitute one instrument.

12.11. Governing Law, Venue, and Jurisdiction. This Agreement shall be governed by and construed in accordance with the federal laws of the United States, without giving effect to conflict of law or choice of law principles. Any and all actions, suits or judicial proceedings upon any claim arising from or relating to this Agreement shall be instituted and maintained in the city, state, territory, or province as applicable.

12.11.1. Reserved;

12.11.2. Reserved;

12.11.3. Reserved.

12.12. Dispute Resolution. In the event of a dispute arising out of or relating to this Agreement, any Order Form, or Statement of Work the parties agree that they will attempt in good faith, in a timely manner, and amicably to resolve the dispute informally with representatives who have authority to settle any such dispute.

12.13. Reserved.

12.14. Severability. If any provision of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions of this Agreement will not be affected and that provision is to be construed either by modifying it to the minimum extent necessary to make it enforceable (if permitted by law) or disregarding it (if not).

12.15. Survival. Any provision of this Agreement that by its nature extend beyond the expiration or termination of this Agreement, including accrued rights to payment, use restrictions, indemnity obligations, confidentiality obligations, warranty disclaimers, and limitations of liability, will remain in effect until all obligations are satisfied in accordance with their terms.

12.16. Services by Third Parties. If Customer engages a person or entity other than NetDocuments to provide professional or other services related to the Services or Customer Repository Data including data conversion, training, installation, application integration, NetDocuments will have no liability for the acts or omissions of such person or entity.

12.17. Entire Agreement; Order of Precedence. This Agreement, including any Exhibits, constitutes the entire understanding and agreement of the parties relating to its subject matter, and supersedes all prior agreements and understandings, whether written or oral. In the event of a conflict between this Agreement and any Exhibit, Order Form, or Statement of Work then the terms shall control in accordance with the following order of priority, unless otherwise stated: first, the terms in the Order Form; second, the terms in an Exhibit to this Agreement, to the extent conflicting with terms in the body of this Agreement; third, the terms in the body of this Agreement; and fourth, the terms in a Statement of Work.

12.18. Purchase Orders. Any purchase order or other document issued or delivered to NetDocuments in connection with Customer's subscription to the Services is only for Customer's administrative purposes. No terms and conditions of any purchase order or other ordering document will apply to, or be binding upon, NetDocuments. Preprinted, standard, or posted terms and conditions in any media (including terms where acquiescence, approval, or agreement requires a mouse click or an electronic signature) shall not be effective, incorporated into, nor construed to amend the terms of this Agreement.

12.19. Interpretation. For all purposes of this Agreement, except as otherwise expressly provided: (a) the terms defined herein include the plural as well as the singular and vice versa; (b) any section of this Agreement that specifies a restriction or states that a Customer shall not do something is to be interpreted as an obligation to prevent Customer's Affiliates, Service Users, and third parties under Customer's control from breaching the same; (c) any reference to an "Exhibit" or a "Section" refers to an Exhibit, or a Section, as the case may be, of this Agreement; (d) the Exhibits hereto form part of this Agreement; (e) all references to this Agreement and the words "herein", "hereof", "hereto" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Exhibit, Section, or other subdivision; (f) all Section and Exhibit headings are for convenience only and shall not affect the interpretation or construction of this Agreement; (g) the words "including," "included" and "includes" mean inclusion without limitation do not limit the generality of the statements they qualify; (h) the word "or" is not exclusive and shall have the meaning commonly ascribed to the term "and/or;" and (i) this Agreement has been jointly negotiated by the parties hereto and their respective legal counsel, and any legal or equitable principles that might require or permit the construction of this Agreement or any provision hereof against the party drafting this Agreement shall not apply in any construction or interpretation of this Agreement.

## **Exhibit A—NetDocuments Service Levels and Support**

### **1. Definitions.**

- 1.1. **“Downtime”** is any period during which Customer is unable to access or use a Service as a result of a Service Outage but excludes periods of Network Maintenance and Force Majeure Events.
- 1.2. **“Maintenance Window”** means periods of time when NetDocuments is performing scheduled Network Maintenance.
- 1.3. **“Network Maintenance”** means work on the ND Network to facilitate ongoing operations, including updates to the Services. Scheduled Network Maintenance will take place during Maintenance Windows. Emergency Network Maintenance may take place any time NetDocuments’ reasonably perceives a threat to the ND Network or the Services. The Services may not be available during periods of Network Maintenance.
- 1.4. **“Services Availability”** or **“Uptime”** for any 12-month period shall be the percentage determined by dividing (a) the net of the total number of minutes per year minus the total number of minutes of Downtime per year by (b) the total the number of minutes per year.
- 1.5. **“Services Outage”** means a period of time in which the ND Network is generally inaccessible to customers due to failures of the ND Network. Network Maintenance, Force Majeure Events, and failure of Customer Systems, including connectivity between Customer Systems and the Internet, are not Service Outages.

**2. Services Availability.** NetDocuments shall endeavor to maintain a 99.9% Services Availability per year, subject to Network Maintenance. NetDocuments will monitor Service Availability and will make Service Availability metrics available to Customer via the NetDocuments Trust website or a similar function. If Customer experiences what it believes is a Service Outage, Customer shall promptly notify Help Desk Support using the procedures described in Section 5 of this Exhibit. In the event of a Service Outage, NetDocuments shall restore the respective Service as soon as practical under the circumstances. NetDocuments shall use commercially reasonable efforts to provide Digital Notice of the status of the Service and correct issues and interruptions to the Services.

**3. Maintenance Windows.** Except for emergency Network Maintenance, NetDocuments will use reasonable efforts to provide 10 days’ notice of Maintenance Windows. Digital Notice will be provided, and the date and time of the Maintenance Window will be posted on the NetDocuments support webpage. Whenever possible, Maintenance Windows will be outside of business hours in Customer’s Service Region.

### **4. Credits for Service Outages.**

- 4.1. **Eligibility for Service Credits.** To be eligible for Service Outage Credits (as defined below), Customer must: (a) be in compliance with its obligations under the Agreement, including obligations regarding Customer Systems; and (b) log a report through the NetDocuments support website. The date/time stamp on the logged report through the NetDocuments support website reporting any Service Outage will be used as the commencement time for the calculation of any Service Outage Credits due. NetDocuments will post on the NetDocuments support website a date/time stamp verifying the end time of the Service Outage.
- 4.2. **Service Credits.** If Service Outages reported by Customer and confirmed by NetDocuments during any calendar year during the Term result in Service Availability of a Service falling below 99.9% on an annualized basis in such calendar year (the **“Service Credit Threshold”**), NetDocuments shall provide **“Service Outage Credits”** as follows with respect to such Service: All Service Outage incidents logged by Customer during the calendar year will be totaled at the end of the calendar year, and if requested by Customer within 30 days following the respective calendar year, will be evaluated against the following schedule to determine any Service Outage Credit due. The Service Outage Credit will be applied to the Customer’s next installment of its Subscription Fee following the end of the calendar year. If applicable, any “startup” months prior to the Billing Commencement Date identified in any Order are excluded from the calculation of any Service Outage Credits. Service Outage Credits will only be applied against future Subscription Fees. If Customer terminates the Agreement, any accrued and unapplied Service Outage Credits are lost. The parties agree that Service Outage Credits are a fair estimate of the damages that Customer will incur for each event for which a Service Outage Credit is granted in the Agreement, that the actual damages incurred by Customer in each such event would be difficult and costly to determine, and that Service Outage Credits are liquidated damages awarded in lieu of actual damages incurred by Customer. Service Outage Credits are the sole and exclusive remedy of Customer with respect to the incident or event with respect to which such Service Outage Credits are credited to Customer by NetDocuments, subject to and as limited by the provisions of Section 10 of this Agreement. If Customer is domiciled in Australia, this Section 4.2 shall not limit any remedy available to Customer under the ACL, if and to the extent the ACL applies.

Cumulative Services Outages Above Service Credit Threshold	Service Outage Credit (Number of days * annualized subscription fee for respective Service(s) / 365)
1 minute to 120 minutes	1 day
121 minutes to 240 minutes	2 days
241 minutes to 480 minutes	4 days
481 minutes to 960 minutes	8 days
961 minutes or more	16 days

**5. Priority Definitions and Target Responses for Service Outages.** The Service Outage priority definitions and target responses are as set forth below. Target response times and target status updates are provided by Digital Notice. NetDocuments shall cooperate with Customer to determine the priority level of an event reported by Customer. Adverse internet issues beyond NetDocuments' control may impact the stated time frames.

Priority Level	Scope	Target Initial Response Time	Target Status Update Time
1	Any Service Outage	45 Minutes	Hourly
2	Any failure of search, write or other material functions of a Service for general users that do not represent a Service Outage.	4 hours, if request is submitted during normal business hours in Customer's Service Region, or 16 hours if request is outside normal business hours	Once each business day
3	Any failure of a Service that affects the functionality of the Service for general users and is not a Priority 1 or Priority 2 request.	24 hours, if request is submitted during normal business hours in Customer's Service Region, or 48 hours if request is outside normal business hours	As Needed

**6. NetDocuments Help Desk Support.** Help Desk Support is the means by which NetDocuments provides technical advice to Customer by Customer's Administrative Contacts or Help Desk Contacts designated by Customer. Training of Service Users and Services support other than that listed above is to be provided by Customer's information technology staff, and NetDocuments has no obligation or responsibility to provide Help Desk Support (or any other support) directly to Service Users or to provide any technical support for software or services not provided by NetDocuments as part of the Services or with respect to Customer Systems.

6.1. Requesting Help Desk Support From NetDocuments. Help Desk Support is available to Customer's Administrative Contacts or Help Desk Contacts 24 hours/day, 7 days/week, 52 weeks/year on an as-available basis. Customer's Help Desk Contacts can submit support requests as follows:

6.1.1. Requests through Support System. Requests may be submitted at <https://support.netdocuments.com> (or by such other digital means as directed by NetDocuments from time to time by Digital Notice). Follow-up of a request can be provided either via phone or digital means at the discretion of NetDocuments Help Desk Support personnel.

6.1.2. Telephone requests. Telephone requests shall be to the telephone number provided on the NetDocuments support website. Requests should include the following information: the name and customer association of the individual submitting the request, asserted priority level, date and time of the occurrence, complete description of the issue, including steps to recreate the problem, the text of any error messages, and relevant information about the Service User's environment. At the request of Customer, NetDocuments Help Desk Support personnel may have limited access to Customer Systems or Customer Repository Data to resolve support issues. Customer agrees it will use all reasonable efforts to ensure Customer Repository Data it shares with NetDocuments Help Desk Support personnel does not contain Personal Data or sensitive information. Help Desk Support may be provided by NetDocuments personnel or subcontractors in regions other than Customer's Service Region. If Customer's policies or applicable law restricts the access to or use of Customer Repository Data outside of a specific geographic location, Customer must notify NetDocuments Help Desk Support personnel prior to sharing any Customer Repository Data.

## **Exhibit B—NetDocuments Security**

NetDocuments employs a comprehensive range of procedures, tools, and independent services to provide industry-leading security for data stored in the Services. Below is a summary of NetDocuments' existing security features as of the date of this Agreement. NetDocuments will use reasonable efforts to update its security standards, policies, and procedures from time to time to keep pace with changes in industry standards or to comply with legal or regulatory requirements. Accordingly, NetDocuments reserves the right to make changes to its security measures or any of the policies or procedures identified herein but will not make changes that will decrease the overall security of the Services or Customer Repository Data.

- 1. Safeguarding Customer Repository Data.** NetDocuments will maintain appropriate administrative, organizational, technical, and physical safeguards designed to: (a) ensure the security, confidentiality, and availability of Customer Repository Data, and (b) protect against Unauthorized Access to Customer Repository Data while it is stored in the Services.
- 2. Certifications and Standards.** NetDocuments will have a Type 2 SOC 2 audit for security, availability, and privacy undertaken annually and will maintain its certification to ISO 27001 or a comparable successor standard. Customer may download NetDocuments' then current Due Diligence Response package ("DDR"), which contains information sufficient for Customer to verify NetDocuments' certification and audit results, from the NetDocuments Security Center (available to repository administrators). All of the following controls are verified in NetDocuments Type 2 SOC 2 audit and ISO 27001 certification report.
- 3. Security Controls and Audits.** NetDocuments has and will maintain an information security program that includes policies and procedures regarding physical security, handling of confidential information, employee background checks, network security, anti-virus/anti-malware protection, access control management, and incident response. NetDocuments conducts regular internal control assessments to validate that controls are designed and operating effectively. Issues identified from assessments are documented, tracked and remediated as appropriate.
- 4. Physical Security of NetDocuments Facilities.** NetDocuments implements appropriate physical security controls, including physical access controls, at its facilities and requires its material vendors to implement comparable physical security standards. Access to NetDocuments facilities is limited to authorized individuals, validated through photo identification badges, and logged. NetDocuments removes physical access when access is no longer required and as a component of the employee termination process.
- 5. Physical Security of Data Centers.** NetDocuments requires data center vendors to meet industry-standard physical security controls. NetDocuments conducts internal audits of all data centers annually, and all data centers are included in the scope of NetDocuments annual ISO 27001 certification audit.
- 6. Disaster Recovery and Business Continuity.** NetDocuments will have in place at all times during the Term disaster recovery and business continuity plans to be implemented in the event of a disaster. NetDocuments will actively review and update the disaster recovery and business continuity plans on at least an annual basis. NetDocuments' target recovery point objective is 2 hours and its target recovery time objective is 6 hours.
- 7. Human Resource Security.** NetDocuments' employees sign a confidentiality agreement and acknowledge security policies during the employee on-boarding process and annually for the term of employment. In addition, NetDocuments conducts training annually on its security policies and processes. NetDocuments conducts background verification and credit checks in accordance with applicable law during the hiring process and annually for the term of an employee's employment.
- 8. ND Network Security.** In the course of providing the Services, NetDocuments shall, at a minimum:
  - 8.1. cause the ND Network to include a multi-tier server structure consisting of web servers, directory servers, database servers, and index servers in which each class of server is highly available without a single point of failure;
  - 8.2. deploy within the ND Network a managed firewall and intrusion detection system that includes monitoring for Unauthorized Access;
  - 8.3. store Customer Repository Data that has been saved on the ND Network using the Services (and which has not been subsequently deleted) in highly available storage located at two or more geographically separate data centers;
  - 8.4. provide technology for local echoing on compatible access devices, subject to proper activation, configuration and management of the relevant access devices by Customer;
  - 8.5. connect the ND Network to the Internet with redundant high-capacity Internet service providers;
  - 8.6. ensure the data centers that host the ND Network are supported by backup power generators designed to provide at least 48 hours of power in case of a major power outage;
  - 8.7. encrypt Customer Repository Data in transit and at rest using industry-standard encryption protocols; and
  - 8.8. employ virus and malware scanning software on all corporate networks and compensating controls to protect against viruses and malware on production networks.

**9. Access Controls.** NetDocuments manages access to internal networks through Active Directory user groups. NetDocuments allocates permissions and privileges on a least privilege principle. NetDocuments assigns network and data access rights based on user groups and job function. Active Directory requires minimum password parameters for access to NetDocuments' internal networks. NetDocuments removes access to NetDocuments' networks when access is no longer required and as a component of the employee termination process.

**10. Logging and Monitoring.** NetDocuments will employ logging mechanisms within the Service to permit Customer to review document-level events and administrative changes for the previous 90 days. Details about the Consolidated Activity Log and Administrative Activity Log can be found on the NetDocuments support website. NetDocuments also logs comprehensive information regarding the functionality of the ND Network. NetDocuments maintains its log information for at least 1 year.

**11. Penetration Testing and Vulnerability Scans.** NetDocuments will perform regular penetration tests to be completed by independent third parties to assess the ND Network at least twice per 12-month period. NetDocuments will perform vulnerability scans (internal and external) of the ND Network to detect vulnerabilities at least once per month. NetDocuments will remediate critical and high-risk vulnerabilities promptly.

**12. Notification and Remedial Actions.** NetDocuments will continuously monitor the ND Network for Unauthorized Access. NetDocuments will report any confirmed Unauthorized Access to Customer without unreasonable delay, not to exceed 24 hours. NetDocuments will use commercially reasonable efforts to remedy any confirmed Unauthorized Access promptly, perform a root cause analysis, and develop a future incident mitigation plan with regard to any Unauthorized Access affecting Customer Repository Data.

**13. Secure Development.** NetDocuments' Software Development Life Cycle (SDLC) methodology governs the acquisition, development, implementation, configuration, maintenance, modification, and management of software components. NetDocuments developers use secure coding guidelines based on leading industry standards and receive annual secure coding training. For each release, NetDocuments performs a security architecture review and conducts vulnerability scans and dynamic and static code reviews in the development environment. Identified vulnerabilities and coding defects are resolved prior to implementation, and an internal rollout is performed to test and troubleshoot the product release prior to placing it in production. NetDocuments utilizes a code versioning control system to maintain the integrity and security of application source code. Access privileges to the source code repository are reviewed quarterly and limited to authorized employees.

**14. Change Management.** NetDocuments follows documented change management policies and procedures for requesting, testing, and approving application, infrastructure, and Service-related changes. Dedicated environments separate from production exist for development and testing activities. Logical access controls requiring two-factor authentication secure these separate environments. Only authorized individuals can move code into production.

**15. Assistance with Compliance Requests.** NetDocuments will provide Customer reasonable assistance in responding to Customer's clients' requests for information about NetDocuments' security policies and procedures applicable to Customer Repository Data, subject to reasonable confidentiality measures required by NetDocuments and Customer's payment of NetDocuments' then-current fees for customer audit support requests.