

## **DOCUMIZE END USER LICENSE AGREEMENT**

The terms and conditions of this End User License Agreement (this “Agreement”) shall be deemed incorporated by reference into each Subscription Order (“Subscription Order”) between Documize Inc. (“Documize”) and the customer identified thereon (“Customer”) that references this Agreement.

1. License Grant. Subject to the terms and conditions hereof, Documize grants to Customer and its Affiliates a non-exclusive, non-transferable and non-sublicensable license to use the Documize software (the “Software”) identified in each Subscription Order, subject to the subscription term, maximum number of named users and other restrictions set forth therein. Use of the Software shall be limited to the internal business needs of Customer and its Affiliates. Customer agrees not to modify the Software (unless Customer has entered into a separate source code license agreement with Documize that permits modifications) or distribute, sell, sublicense or otherwise provide the Software to any third party. Affiliates shall mean any corporation or other business entity which is controlled by Customer through the ownership of more than 50% of the outstanding voting stock of the controlled corporation or more than 50% of the equity interests of a non-corporate entity.

2. Support Service. During the Subscription Term, Documize agrees to provide the following support services (“Support Services”) for the current unmodified version of the Software:

(i) Error Correction. Upon receipt from Customer of notice of a problem with the Software (which problem can be reproduced at Documize’s support facility or via remote access to Customer’s facility), Documize shall use reasonable efforts to correct or provide a work around for the problem.

(ii) Updates. Documize shall provide to Customer, at no additional charge, all new releases and bug fixes for the Software which are developed by Documize and made generally available to its other customers at no additional charge.

(iii) Support. Documize shall provide Customer with access to technical support engineers to report and resolve Software problems, during Documize’s normal business hours.

3. Term. The “Initial Subscription Term” of this Agreement is set forth in the Subscription Order. If no Initial Subscription Term is set forth in the Subscription Order, the Initial Subscription Term of this Agreement shall be 12 months. At the end of the Initial Subscription Term, the term of this Agreement and the Subscription Order shall renew for additional sequential periods of 12 months each on the same terms and conditions (including fees) (each, a “Subscription Renewal Term”) unless either party gives the other party not less than 30 days prior written notice of non-renewal. The Initial Subscription Term and any Renewal Subscription Term(s) are collectively referred to herein as the “Subscription Term.”

4. Fees, Charges and Taxes. The total License Fee set forth in the Subscription Order for the Initial Subscription Term will be invoiced when the Software is made available for download by Customer. The License Fee for each Subscription Renewal Term will be invoiced 60 days prior to the commencement of the Subscription Renewal Term. All invoices shall be due and payable within 30 days of receipt. All fees are non-refundable except as otherwise provided herein. Documize shall have the right, on at least 10 days prior written notice and not more than once every 12 months, to conduct a software audit during Customer's normal business hours to solely verify Customer’s use of the Software and the payments made to Documize under this Agreement. Customer agrees to remit to Documize any shortfall in payment disclosed by such software audit. Customer is responsible for paying any and all withholding, sales, value added or other taxes, duties or charges applicable to the Agreement, other than taxes based on Documize’s net income.

5. Confidentiality; Proprietary Rights. For purposes of this Agreement, the term “Recipient” shall mean Documize with respect to Confidential Information (as defined below) supplied hereunder by Customer, and Customer with respect to Confidential Information supplied hereunder by Documize. “Confidential Information” means any information, technical data or know-how, including, without limitation, that which relates to computer software programs or documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, markets or finances of the disclosing party which is identified as confidential at the time of disclosure. Confidential Information, to the extent practical, shall be disclosed in documentary or tangible form marked “Confidential”. In the case of disclosures in nondocumentary form made orally or by visual inspection, the disclosing party shall have the right, or if requested by Recipient, the obligation, to confirm in writing within 60 days after the disclosure is made, the fact that such information is confidential and protected hereunder. The parties hereby agree that: (i) the non public portions of the Software and all related technical information, are and shall be treated as the Confidential Information of Documize; (ii) Recipient shall instruct and

require all of its employees, agents, and contractors who have access to the Confidential Information of the disclosing party to maintain the confidentiality of the Confidential Information; (iii) Recipient shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Recipient would exercise to safeguard the confidentiality of Recipient's own confidential property; and (iv) Recipient shall not disclose the Confidential Information, or any part or parts thereof, to any of its employees, agents, or contractors except on a "need to know" basis. Recipient agrees to undertake whatever action is reasonably necessary to remedy any such breach of Recipient's confidentiality obligations set forth herein or any other unauthorized disclosure of the Confidential Information by Recipient, its employees, its agents, or contractors. The confidentiality provisions of this Section shall not apply to any information which (i) Recipient can demonstrate was in its possession before receipt, (ii) is or subsequently becomes publicly available without Recipient's breach of any obligation owed the disclosing party, (iii) is disclosed to Recipient without restriction on disclosure by a third party who had the right to disclose such information or (iv) Recipient can demonstrate was independently developed without reliance on any Confidential Information.

Customer agrees that the unmodified Software is owned by Documize or its licensors. Customer agrees not to remove from view any copyright legend, trademark or confidentiality notice appearing on the Software or Software output. Any modifications or changes made to the Software by Customer shall be the exclusive property of Customer, but may only be used by Customer in connection with its use of the Software during the Subscription Term.

6. Warranty. Documize warrants that the Software will operate substantially in conformity with prevailing specifications as defined by the current standard documentation. If the Software does not perform in accordance with such specifications, Documize will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with or substantially in accordance with such specifications. Customer's sole remedy in the event of nonconformity of the Software with the foregoing warranties will be the correction of the condition making it nonconforming. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Patent, Trade Secret And Copyright Indemnification. Documize agrees to indemnify, defend and hold Customer harmless from any claim of patent, trade secret or copyright infringement asserted against Customer by virtue of Customer's use of the Software, provided that: (i) Documize is given prompt written notice of any such claim; (ii) Documize has the right to control and direct the defense of such claim and (iii) Customer shall reasonably cooperate with Documize in such defense. In the event the Software, in Documize's opinion, is likely to or does become the subject of a claim of infringement, Documize shall have the right at its sole option and expense to: (i) modify the Software to be non-infringing while preserving equivalent functionality; (ii) obtain for Customer a license to continue using the Software or (iii) terminate this Agreement and the license granted hereunder and refund to Customer a pro rata portion of the License Fee paid to Documize in advance. THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF DOCUMIZE WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SOFTWARE, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT

8. Termination. Either party has the right to terminate this Agreement and the license granted hereunder upon written notice to the other party if the other party: (i) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within 30 days after receipt of written notice of such default; (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise. Within five days after termination, Customer will delete the Software from its systems, and certify such deletion to Documize in writing. Sections 4 through 11 shall survive termination of this Agreement.

9. Termination for Convenience. Without waiving its rights hereunder or at law, either party may terminate this Agreement by providing sixty (60) days prior written notice.

10. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY OR ITS LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR DATA USE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS, THE LIABILITY OF DOCUMIZE AND ITS LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING FROM THE LICENSE OR USE OF THE SOFTWARE, OR THE PROVISION OF TECHNICAL SUPPORT INSTALLATION, TRAINING OR OTHER SERVICES IN CONNECTION THEREWITH, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, INCLUDING CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, SHALL NOT EXCEED THE AMOUNT OF THE RELATED LICENSE, SUPPORT OR SERVICE FEE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY.

11. General.

(i) This Agreement may not be amended except by a writing signed by an authorized representative of Documize and Customer. No additional terms on any purchase order or instruments issued by Customer shall be binding on Documize.

(ii) All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. Except in connection with the sale of its business, neither party may assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without the other party's prior written consent which shall not be unreasonably withheld; provided, however, Customer may assign its rights and obligations under this contract without prior written consent from Documize in the event of the sale of all or substantially all of Customer's assets or capital stock, or any similar company sale event, whether by merger, reorganization, sale, or otherwise.

(iii) This Agreement shall be governed by Canadian law, without regard to conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. In the event that an action, proceeding or arbitration is brought to enforce the provisions of this Agreement, the prevailing party in such action, proceeding or arbitration shall be entitled to reasonable attorneys' fees and expenses incurred in connection therewith.

(iv) The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.

(v) Customer agrees to comply with all applicable laws and regulations of Canada, United States and other countries to assure that neither the Software, nor any direct products thereof are exported, directly or indirectly, in violation of such laws, or are used for any purpose prohibited by such laws.

(vi) This Agreement, including the Subscription Order, constitutes the entire agreement between the parties with respect to the license and use of the Software and supersedes any prior or contemporaneous understandings between the parties.