



ATTENTION: YOU SHOULD CAREFULLY READ THIS "DocSTAR HOSTED SERVICES AGREEMENT" BEFORE USING THE SOFTWARE. BY ACCESSING THE SOFTWARE YOU ACCEPT YOU ACCEPT THE FOLLOWING TERMS AND CONDITIONS AND UNDERSTAND THAT THEY WILL BE LEGALLY BINDING ON YOU, ANY END USER, AND/OR YOUR EMPLOYER (IF APPLICABLE). IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT OF DO NOT WANT THEM TO BE BINDING ON YOU, YOU SHOULD NOT ACCESS THE SOFTWARE AND CONTACT DOCSTAR.

In return for us making the Service available to You, You and we agree as follows:

1. Definitions.

"**Service**" means the provision by docSTAR to You of hosted document management and related services identified during the ordering process and detailed on the Eclipse 3 Subscription Order Form. The Service includes the provision on a hosted basis of non-exclusive use and access to proprietary docSTAR software, and associated hosting and support services as described herein. The Service also includes: (a) the docSTAR name, logo, and domain name; the product and service names associated with the Service; and other related trademarks and service marks; (b) the Content; and (c) other technology, software, hardware, products, processes, algorithms, user interfaces, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information.

"**Site**" means the web site at <http://www.cloud.docstar.com> and/or such other web site or sites that docSTAR communicates to You where You may access the Service.

"**Software**" means docSTAR's proprietary software used by docSTAR to deliver the Service, made available to You through the Site on a "Software as a Service" basis, and all updates and associated documentation thereto made available as a part of the Service pursuant to this Agreement. The term "Software" includes the Downloaded Software.

"**Content**" means the database records, reports, documents, audio and visual information, contained or made available to You through the Service.

"**Customer Data**" means any data, information, or material You or any User provides or submits through the Service.

"**User Guide**" means the online documentation for the Service, as updated from time to time.

"**Users**" means your employees, consultants, contractors or agents authorized to use the Service who have been supplied User IDs and passwords by You (or by us at your request).

"**Confidential Information**" means all information of a party ("**Discloser**") disclosed to the other party ("**Receiver**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including prices and other terms in any Schedule), Customer Data, the Service and its components, the Software, business and marketing plans, technology and technical information, product designs, and business processes. However, Confidential Information shall not include any information that: (a) is or becomes generally known to the public without breach of any obligation by Receiver; (b) was known to Receiver prior to its disclosure by Discloser; (c) was independently developed by Receiver without reliance on any Confidential Information; (d) is received from a third party without a known duty of non-disclosure to Discloser; or (e) is required to be disclosed by law or a governmental body or court, but in such case Receiver shall reasonably cooperate with Discloser, at Discloser's expense, to limit such disclosure.

"**including,**" "**include,**" and their variants means including without limitation.

2. Service.

2.1 Availability. Under the terms of and subject to the restrictions in this Agreement (including payment of applicable fees), the docSTAR End User License Agreement, and any and all Schedules executed hereunder, docSTAR will provide the Service on a subscription basis to You during the term of this Agreement. You may use and access the Service and Software solely through the Site. Your rights to use the Service are non-exclusive and non-transferable. You may use the Service only for your own benefit, and not for the benefit of any other third party.

2.2 Support. As part of the Service, docSTAR will provide reasonable technical support to You via e-mail and an online support portal during docSTAR's regular business hours. As applicable, additional terms and limitations regarding support for

the Service based on the selected Service tier will be included on the Site.

2.3 Intended Use. The Service may be used and accessed for your internal business purposes and only by Customer's Users. Third parties authorized by You may use the Service only for the purpose of facilitating business transactions with You or for providing services to You, and in no event may third parties use and access the Service provided to You as a document management solution for their own or for another person's benefit. You agree not to charge any Users to use the Service, either directly or indirectly. You shall be fully responsible for use of the Service by Users and their compliance with the terms of this Agreement.

3. Using the Service.

3.1 Our Responsibilities. DocSTAR will use commercially reasonable efforts to make the Service available on a 24 hours a day, 7 days a week, and 365 days a year basis, subject to Section 3.1.1 below excluding downtime for maintenance purposes.

- 3.1.1 Neither party shall be liable for any failure or delay in the performance of its obligations (except for payment obligations hereunder) due to causes beyond the reasonable control of the party affected, including but not limited to war, armed conflict, sabotage, insurrection, riot or other act of civil disobedience, strikes or other labor disturbances, virus attacks or hackers, failure of third party software, interruption or delay in transportation, act of any government affecting the terms hereof, acts of terrorism, accident, embargo, fire, explosion, flood, hurricane, severe weather or other act of God, failure of telecommunication or internet service providers..
- 3.1.2 docSTAR will, to the extent practicable, shall schedule maintenance downtime outside of regular business hours. docSTAR will use commercially reasonable efforts to provide Customer with at least 24-hours prior written notice (which notice may be transmitted to Customer via electronic communications and/or posting to the Services website). It is the responsibility of the Customer's designated administrator to notify all Customer's End Users of scheduled service unavailability.
- 3.1.3 docSTAR may from time to time modify the Site and the Service and add, change, or delete features of the Service in its sole discretion, without notice to You. Your continued use of the Service after any such changes to the Service constitutes your acceptance of these changes. docSTAR will use commercially reasonable efforts to post information on the Site regarding material changes to the Service.
- 3.1.4 docSTAR shall not be liable for any failure or delay due to Customer's acts or omissions including but not limited to the acts or omissions of Customer's employees, contractors, agents, End-Users or others who gain access to the Service via the Customer login identifier or password.
- 3.1.5 docSTAR shall not be liable for any failure or delay due to Customer's violation of any agreements between Customer and docSTAR including but not limited to the docSTAR Terms of Use, the docSTAR Eclipse Software License Agreement and/or any order form related to the Service.

3.2 Your Responsibilities.

3.2.1 In addition to your other obligations, You are solely responsible for:

- a) Determining whether the Service will meet your needs
- b) Selecting and training appropriate individuals to use the Service
- c) Issuing appropriate passwords for Users (or asking us to do so on your behalf) and allowing only one individual to access the Service at the same time using the same user name and password
- d) Maintaining the confidentiality of your Users' user names and passwords
- e) Not impersonating another User or providing false identity information for any purpose
- f) All activities that occur under User accounts
- g) Using commercially reasonable efforts to prevent unauthorized access to or use of the Service or any Content in whole or in part
- h) Notifying us promptly of any actual or suspected unauthorized access/use
- i) Abiding by all applicable local, state, national, and foreign laws, treaties and regulations, including those related to data privacy, communications, and the transmission of technical or personal data
- j) The accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data
- k) Complying with our standard support policies to obtain support and other services under this Agreement
- l) Providing, installing, and maintaining computer equipment and communications tools and access as we specify from time to time as applicable

3.2.2 You warrant and agree not to:

- a) Violate any local, state, national or international law or regulation in connection with use of the Service, or otherwise use the Service in any way that is in furtherance of criminal, fraudulent, or other unlawful activity
- b) Interfere with or disrupt the Service or servers or networks connected to the Service
- c) Violate any codes of conduct, requirements, terms of use, policies or regulations of networks connected to the Service
- d) Interfere with or attempt to interfere with any other person's use of the Service

- e) Gain access to or attempt to gain access to any account, computers or networks related to the Service without authorization
- f) Use the Service to send or otherwise make available any viruses, Trojan horses, worms, corrupted files, or any other similar software that may damage the operation of another's computer or property
- g) Use the Service in a manner that results in excessive bandwidth usage, as determined in docSTAR's sole discretion
- h) Impersonate any other person or entity, or misrepresent your affiliation with any other person or entity
- i) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or communication transmitted through the Service

4. Intellectual Property

4.1 Ownership. You agree that docSTAR and its licensors own all intellectual property rights in and to the Service, the Software, and the Site, including but not limited to the look and feel, structure, organization, design, algorithms, templates, data models, logic flow, text, graphics, logos, and screen displays associated therewith. You will not reverse engineer, decompile or disassemble the Software, or otherwise attempt to reconstruct or discover the source code for the Software. You further agree not to resell, lease, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party for such third party's benefit. docSTAR reserves all rights in the Service not expressly granted to You hereunder.

4.2 Client Documents. You shall retain ownership of the documents and related materials and information You upload in connection with the Service ("Client Documents"). Solely in order to provide the Service to You, docSTAR may copy, archive, index, and create metadata relating to the Client Documents. docSTAR may derive and compile from your usage of the Service certain aggregated and/or analytical information, so long as such aggregated or analytical information does not reveal any information about You, any individual, or the contents of any Client Documents. Such aggregated data and metadata may be used for docSTAR's own purposes without restriction, including, but not limited to, using such data in conjunction with data from other sources to improve docSTAR's products and services and create new products.

4.3 Service Suggestions. docSTAR shall have a royalty-free, worldwide, transferable, and perpetual license to use or incorporate into the Service any suggestions, ideas, enhancement requests, feedback, or other information provided by You or any User relating to the Service.

4.4 Trademarks. docSTAR's trademarks include the docSTAR logo and any other applicable name so designated. Any other company or product names used on the Site or in connection with the Service are the property of the respective trademark owner.

5. Fees and Payment.

5.1 Fees. You shall pay all applicable fees associated with the Service as set forth in the Eclipse 3 Subscription Order From to either docSTAR or applicable docSTAR Partner, and in accordance with the terms set forth therein. All payments under this Agreement are non-refundable and, unless otherwise agreed, shall be made in United States dollars. Fees for additional users of the Service or for additional storage that occur during a monthly period are treated as added as of the beginning of the month. Such Fees will be included on the invoice for next billable period. Fees are payable in U.S. dollars.

5.2 Invoicing & Payment. You will be invoiced on the first of each month based upon the number of Users and for the use of any additional storage. Fees are payable to either docSTAR or the applicable docSTAR Partner by electronic funds transfer and due on the 15th of same month. You agree to provide an electronic funds authorization form to facilitate said electronic funds transfer.

5.3 Overdue Payments. You may dispute any fee or charge in good faith. However, if a payment is later determined to have been due, it will be subject to a late charge equal to 1.5% of the outstanding balance per month or the maximum rate permitted by law, whichever is less, from the due date until paid.

5.4 Suspension of Service. If your account has charges which are 30 days or more overdue (except charges disputed reasonably and in good faith), we reserve the right to suspend the Service until such amounts are paid in full. We will not charge You for suspended Services, but You are liable for all accrued liabilities and obligations.

5.5 Taxes. You shall be responsible for all applicable taxes, however designated, incurred in connection with this Agreement, including but not limited to state and local privilege, excise, sales, VAT, and use taxes and any taxes or amounts in lieu thereof paid or payable by docSTAR, but excluding taxes based upon the net income of docSTAR. If we have the legal obligation to pay or collect any such tax, we will invoice You for it unless You give us a valid tax exemption certificate.

5.6 Billing and Contact Information. You shall provide us with complete and accurate billing and contact information, including your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and System Administrator. You shall update this information within 30 days of any change. If You provide false or fraudulent information, we may terminate your access to the Service.

5.7 Reconnection Fee. We reserve the right to impose a reconnection fee of \$250.00 if your access to the Service is suspended and You thereafter request access to the Service.

6. Confidentiality.

6.1 Confidentiality. A receiving party agrees: (a) to hold the disclosing party's Confidential Information in confidence, and to protect the disclosing party's Confidential Information in the same manner that it protects the confidentiality of its own similar confidential information (but in no event using less than reasonable care); and (b) except as expressly authorized by this Agreement, not to, directly or indirectly, use, disclose, copy, transfer or allow access to the disclosing party's Confidential Information. Without limiting the foregoing, You shall disclose and allow access to the Service only for the purpose of supporting and augmenting your use of the Service. Notwithstanding the foregoing, a receiving party may disclose Confidential Information of the disclosing party as required by law, applicable regulatory authorities, or court order; in such event, such party shall use its best efforts to inform the other party prior to any such required disclosure.

6.2 Confidentiality Breach. Each party acknowledges and agrees that any violation of this Section 6 may cause the disclosing party irreparable injury for which the disclosing party would have no adequate remedy at law, and that the disclosing party shall be entitled to preliminary and other injunctive relief against the receiving party for any such violation. Such injunctive relief shall be in addition to, and not in limitation of, all other remedies or rights that disclosing party shall have at law or in equity.

6.3 Protection of Information. docSTAR will take reasonable security measures designed to protect your Confidential Information, including your Client Documents. These measures will include the use of reasonable physical, administrative, and technical security techniques and systems designed to prevent unauthorized access and disclosure, maintain data accuracy, and ensure appropriate use of your Confidential Information.

6.4 Return. If requested, You shall return all of our Confidential Information. This Section 6 shall survive any termination or expiration of our relationship, including your decision to stop using the Service.

6.5 Privacy Statement. You agree to the terms of docSTAR's privacy statement, which is located at <http://www.docSTAR.com/privacy> and is incorporated herein by reference (including any changes to docSTAR's privacy statement made in accordance with its terms).

6.6 Termination. Upon termination or expiration of this Agreement, the receiving party will return to the disclosing party or destroy all Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party; provided that return of Client Documents by docSTAR to You is covered by Section 7.5 below.

7. Term and Termination.

7.1 Term of Agreement. This Agreement will be effective as of the Effective Date and, unless sooner terminated as herein provided, will continue for the period of time set forth on Eclipse 3 Subscription Order Form (the "Initial Term"). Thereafter, this Agreement shall automatically renew for successive renewal terms (each renewal term being the same length as the Initial Term) based on docSTAR's then-current fees, unless either party provides written notice of its intent to terminate this Agreement at least thirty (30) days prior to the end of the Initial Term or applicable renewal term.

7.2 Termination for Cause. Either party may terminate this Agreement: (a) upon 30 days' written notice of a material breach by the other party if the breach remains uncured at the expiration of such period; and (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. docSTAR will have the right to suspend your use of or access to the Service in the event docSTAR determines in its sole discretion that You have breached this Agreement. Notwithstanding the foregoing, termination and suspensions relating to late payments by You are covered in Section 5.5 of this Agreement. If any payment becomes forty-five (45) days or more overdue, docSTAR may terminate this Agreement upon notice to You.

7.3 Termination without Cause. Except as explicitly permitted by this Agreement, You shall maintain the Service for the Initial Term. As liquidated damages and not a penalty, You shall pay an early termination fee if You terminate this Agreement without cause before the Initial Term expires. The early termination fee is the number of months remaining times the total monthly service fee as indicated in Section 5.2 and on the Eclipse 3 Subscription Order Form. docSTAR may terminate this Agreement without cause upon at least sixty (60) days prior written notice. In such event, You will be entitled to a refund of any prepaid amounts for Service not delivered.

7.4 Outstanding Fees. Termination shall not relieve You of the obligation to pay any fees accrued or payable before the effective date of termination.

7.5 Return of Customer Data. Within thirty (30) days after termination, You may request in writing that docSTAR provide You with access to a copy of all Client Documents and Client Data, and docSTAR will provide such information to You so long as You pay the then-current fee for such service and all outstanding fees have been paid. We shall have no obligation to maintain or provide any Customer Data more than thirty (30) days after termination or expiration of this Agreement for any reason. Thereafter, unless legally prohibited, we shall delete all Customer Data in our possession or under our control.

7.6 Surviving Provisions. Sections 4, 5, 6, 9.5, 10, 11 shall survive the termination or expiration of this Agreement for any reason.

8. Independent Contractors; Publicity

8.1 Independent Contractors. The parties are and intend to be independent contractors with respect to the services contemplated hereunder. docSTAR agrees that neither it, its employees nor its contractors shall be considered as having an employee status with You. No form of joint employer, joint venture, partnership, or similar relationship between the parties is intended or hereby created.

8.2 Publicity. Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

9. Warranties and Disclaimer.

9.1 Warranties. Each party represents and warrants that it has the legal power to enter into this Agreement and are not bound by any contractual or legal restrictions from fulfilling their obligations hereunder. You represent and warrant that all information You provide us is and will be true and correct. docSTAR warrants that the Service will substantially conform to the written or electronic documentation provided by docSTAR in connection with the Service. In the event of a breach of this warranty by docSTAR, as your sole and exclusive remedy, docSTAR will, at its expense, use commercially reasonable efforts to cause the Service to conform.

9.2 Client Documents and Data. You represent and warrant that all Client Documents and associated content and data ("Client Data") provided to docSTAR in connection with your use of the Site and the Service: (i) is owned by You, or You have the full right to provide the Client Data to docSTAR; (ii) does not infringe or misappropriate any copyright, trademark, trade secret or other intellectual property right; (iii) does not violate any person's right of privacy or publicity; and (iv) does not contain any unlawful, obscene, defamatory or libelous material. You further represent and warrant that your use of Client Data on the Site or in connection with the Service is not in breach of any covenant or obligation of confidentiality that You have to any other person or entity. You are solely responsible for the Client Data, and acknowledge that docSTAR has no responsibility or intent to review or monitor any Client Data.

9.3 Responsible Use. You shall be solely responsible for your use of the Service, and, except as otherwise agreed in writing by the parties, for maintaining backup copies of the Client Documents. You acknowledge and agree that the Service is strictly a tool to be used in conjunction with good and reasonable business judgment by competent personnel.

9.4 Third-Party Materials. The Service may contain features, functionality and information that are provided through or by third-party content, software, web sites, and/or systems ("Third-Party Materials"). Your use and access of these features and functionality are subject to the terms published or otherwise made available by the third-party providers of Third-Party Materials. docSTAR has no responsibility for any Third-Party Materials, and You irrevocably waive any claim against docSTAR with respect to such Third-Party Materials.

9.5 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, WE MAKE NO, AND HEREBY DISCLAIM ANY, WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING WE MAKE NO PROMISE: (I) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY CONTENT, ALL OF WHICH ARE PROVIDED STRICTLY ON AN "AS IS" BASIS; (II) AS TO ANY THIRD-PARTY PROVIDER OR ANY OF ITS PRODUCTS OR SERVICES, WHETHER OR NOT WE MAY HAVE DESIGNATED IT OR ITS PRODUCTS OR SERVICES AS "CERTIFIED," "VALIDATED," OR OTHERWISE; (III) THAT THE USE OF THE SERVICE WILL BE SECURE, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (IV) THAT THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) THAT ANY CUSTOMER DATA WILL BE ACCURATELY OR RELIABLY STORED, (VI) THAT ERRORS OR DEFECTS WILL BE CORRECTED, OR (VII) THAT THE SERVICE WILL BE FREE OF ANY VIRUS OR OTHER HARMFUL COMPONENT, ALTHOUGH WE WILL NOT KNOWINGLY INSERT ANY SUCH HARMFUL CODE.

10. Indemnification

10.1 Indemnification. You, at your expense, shall indemnify, defend and hold docSTAR and its officers, directors, owners, employees, and affiliates harmless from and against all liability, damages, injuries, losses, costs and expenses (including attorney's fees) arising out of or relating to your use of the Service, including but not limited to liability, damages, injuries, losses, costs and expenses arising from any claims relating to: (a) your breach of any representations, warranties, or covenants in this Agreement, (b) your compliance with applicable laws and regulations, and (c) the Client Documents. docSTAR shall provide You with prompt written notice of any such claim.

11. Limitation of Liability.

11.1 Limitation of Liability. In no event shall: (a) our aggregate liability to You exceed the amounts actually paid by and/or due from You in the 12-month period immediately preceding the event giving rise to your first claim; and (b) we be liable to You for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use, or other economic advantage) arising out of or in any way connected with the Service,

Content, or any interruption, inaccuracy, error or omission, regardless of cause, even if we have been previously advised of the possibility of such damages, and regardless of the basis of any claim, e.g., warranty, tort, contract, or strict liability.

11.2 Acknowledgement. You acknowledge that: (a) this Section 11 is reasonable given the cost of the Service; (b) this Section 11 applies even if a remedy fails of its essential purpose; (c) all your claims are subject to the damages limitation in this Section 11; and (d) the 12-month calculation shall be made only once regardless of the number of claims arising out of or related to this Agreement and regardless whether they exceed the amounts actually paid by and due from You hereunder in the 12 months preceding your first claim.

11.3 Limitation of Action. Except for actions for non-payment or breach of a party's intellectual property rights, no action (regardless of form) arising out of this Agreement may be commenced by a party more than two (2) years after the cause of action has occurred.

12. Dispute Resolution

12.1 Dispute Resolution. The parties agree to work together in good faith to resolve any dispute regarding this Agreement internally and by escalating it to higher levels of management and optional mediation, prior to resorting to binding arbitration.

12.2 Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, that cannot be resolved by good faith negotiations shall be finally settled by binding arbitration conducted in the English language in XXXXX, NY (USA), under the commercial arbitration rules of the American Arbitration Association ("AAA"). The prevailing party shall be entitled to an award of reasonable attorney fees incurred in connection with the arbitration in such amount as may be determined by the arbitrator. The award of the arbitrator shall be the sole and exclusive remedy of the parties and shall be enforceable in any court of competent jurisdiction. Notwithstanding anything contained in this Section to the contrary, each party shall have the right to institute judicial proceedings against the other party or anyone acting by, through or under such other party, in order to enforce the instituting party's rights hereunder through specific performance, injunction or similar equitable relief.

12.3 Governing Law. This Agreement shall be governed by New York law, without regard to the choice of law provisions of any jurisdiction. You hereby unconditionally consent to the exclusive personal jurisdiction of the state and federal courts located in Rensselaer County, New York, if there is any dispute between You and us which cannot be amicably settled ("Dispute"). You hereby waive any right to jury trial in connection with any Dispute. No text or other information set forth on any of your purchase orders, preprinted forms, or other documents shall add to or vary any term of this Agreement. If any such term(s) is held to be invalid or unenforceable, such term(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable term(s), with all other terms remaining in full force and effect. Our failure to enforce any right or term of this Agreement shall not constitute a waiver of such right or term unless we so acknowledge and agree in writing.

14. General Provisions.

14.1 No Benefit to Others. There are no third party beneficiaries to this Agreement. All representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns.

14.2 Entire Agreement. This Agreement (any attachments thereto specifically agreed by the parties) constitutes the entire understanding of the parties with respect to its subject matter, and supersedes all prior or contemporaneous written and oral communications, understandings or agreements with respect to its subject matter. No waiver of any provision of this Agreement, or of any rights or obligations of any party hereunder, will be effective unless in writing and signed by the party waiving compliance. The failure by any party to exercise any right provided herein shall not be deemed a waiver or forfeiture of any such right. Headings used in this Agreement are for convenience of reference only and shall not be deemed a part of this Agreement.

14.3 Assignment. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior express written consent, except You may assign your rights without our consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of your assets not involving an organization in the same or similar business as docSTAR. Any impermissible attempt by You to assign your rights shall be void and of no effect and shall entitle us to terminate the Service for cause. This Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns. docSTAR may assign this Agreement and any of its rights hereunder to third parties.

14.4 Severable. Every provision of this Agreement is intended to be severable. If any section of this Agreement is found to be invalid or unenforceable, then such section will be deemed amended and interpreted, if possible, in a way that renders it enforceable. If such an interpretation is not possible, then the section will be deemed removed from this Agreement and the rest of this Agreement will remain in full force and effect.

14.5 No Waiver/Cumulative Remedies. No failure or delay in exercising a right shall constitute a waiver of that right. Except as expressly provided herein, a party's rights and remedies shall be cumulative, and none of them shall be in limitation of any other right or remedy in law or equity.

14.6 No Designation. This Agreement does not designate either party as the agent, employee, legal representative, partner or joint venturer of the other party for any purpose whatsoever. There are no intended third-party beneficiaries under this

Agreement.

14.7 Export Laws. You agree to comply with all relevant export laws and regulations, including, but not limited to, the U.S. Export Administration Regulations and Executive Orders ("Export Controls"). You warrant that You are not a person, company or destination restricted or prohibited by Export Controls ("Restricted Person"). You will not, directly or indirectly, export, re-export, divert, or transfer the Software or Service, any portion thereof or any materials, items or technology relating to docSTAR's business or related technical data or any direct product thereof to any Restricted Person.

14.8 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of this Agreement for any other purpose.