
DocStar SaaS Services

Master Customer Agreement

(Updated February 3, 2020)

The following terms and conditions (the “**Agreement**”) govern Customer’s acquisition and use of Products ordered from DocStar, a division of Epicor Software Corporation (“**DocStar**”). By executing and submitting the Order that references the Agreement, Customer acknowledges that it has had the opportunity to view the Agreement and hereby agrees to the terms and conditions contained herein. The individual(s) executing the Order represent that they have the authority to bind Customer to the Agreement.

1. Certain Definitions

- 1.1. “**Affiliate**” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with the applicable entity.
- 1.2. “**Control**” or “**Controlled**”, for purposes of the Affiliate definition, means direct or indirect ownership or control of more than 50% of the voting interest in the applicable entity.
- 1.3. “**Customer**” means the entity named on the Order.
- 1.4. “**Customer Data**” means all electronic information submitted by Customer to and stored as part of SaaS Services performed by DocStar or its suppliers to process such information.
- 1.5. “**Deliverables**” means the Products and supporting Documentation and deliverables developed, created or produced by DocStar hereunder; but excluding Third-Party Applications and supporting Documentation.
- 1.6. “**Documentation**” means DocStar’s standard read-me and online help materials, user documentation and training materials normally made available in connection with a specific Product.
- 1.7. “**Incident**” means any actual or reasonably suspected compromise to the security of the Customer Data.
- 1.8. “**Losses**” means damages, liabilities, costs and expenses (including but not limited to reasonable attorney fees and costs).
- 1.9. “**Malicious Code**” means a virus, worm, time bomb, Trojan horse, malware or any other similar harmful or malicious code.
- 1.10. “**Order**” means a quotation or order form documentation for ordering certain Products. An Order may include a statement of work, work authorization, change order or similar document.
- 1.11. “**Personally Identifiable Information**” means Customer Data that may be used to readily identify, locate or contact a natural person.
- 1.12. “**Product**” means the SaaS Services or Professional Services.
- 1.13. “**Product Notes**” means additional or alternative terms and conditions applicable to a Product supplied by Epicor hereunder as specified or referenced in a SaaS Services Order.
- 1.14. “**Professional Services**” means the implementation installation, configuration, training and similar professional services DocStar provides to Customer.
- 1.15. “**Professional Services Warranty Period**” means the 90-day period following the date the Professional Services are delivered to Customer.
- 1.16. “**SaaS Term**” means the period specified in an Order, as such may be extended or earlier terminated in accordance with the Agreement.
- 1.17. “**Third-Party Applications**” means any web-based, mobile, on premises or other software application not developed or owned by DocStar or its Affiliates.
- 1.18. “**Third-Party Applications Addendum**” means additional or alternative terms and conditions applicable to certain Third-Party Applications supplied by Epicor hereunder as specified or referenced in an Order.
- 1.19. “**Trial Services**” means, collectively, DocStar’s online business application suite or portions thereof offered on a Software as a Service (SaaS) basis on a trial or controlled release (e.g., early release).
- 1.20. “**Usage Restrictions**” means those obligations of Customer and restrictions on Customer’s and its Users’ use of the SaaS Services, which are set forth in Section 2.4 herein.
- 1.21. “**Users**” means individuals authorized by Customer to use the SaaS Services and to whom Customer has supplied a unique user identification and password for portions of the SaaS Services that utilize authentication.

2. SaaS Services

2.1. **Grant; Internal Use.** DocStar grants to Customer on behalf of Customer and its Affiliates a non-exclusive, non-transferable and worldwide right to use the SaaS Services for the SaaS Term. Customer may access and use the SaaS Services solely for its and its Affiliates’ internal data processing and data management needs. Customer may not (i) make the SaaS Services available to anyone other than its authorized Users without DocStar’s prior written consent, which may be withheld in DocStar’s sole discretion, or (ii) sell, resell, rent or lease the SaaS Services or the output thereof. DocStar and its Affiliates may perform certain aspects of the SaaS Services (e.g., administrative, maintenance, support, disaster recovery, data processing) from locations and/or through use of subcontractors (e.g., third party data center providers), worldwide.

2.2. Authorized Users. Customer may permit Users to use the SaaS Services in accordance with the Agreement, subject to the volumes and any other limitations specified in the Order. User logins are for designated individual Users and Customer may not allow a User login to be shared or used by more than one individual User; however, an individual User login may be redeployed to another individual. Customer will use all reasonable efforts to prevent unauthorized access to or use of the SaaS Services and notify DocStar promptly of any such unauthorized access or use. Customer is responsible to ensure its Users comply with the Agreement.

2.3. Customer Data Input. Customer is responsible for entering Customer Data into the SaaS Services and is solely responsible for any security vulnerabilities and the consequences of such vulnerabilities arising from the Customer Data and for any Malicious Code contained therein and from Customer's or its Users' use of the SaaS Services in a manner inconsistent with the associated Documentation or the Agreement.

2.4. Usage Restrictions; Acceptable Use Policy. Customer and its Users will use the SaaS Services only in accordance with the associated Documentation, the Agreement and any applicable Product Notes, and may not and will not permit any third party to use the SaaS Services: (a) in a way prohibited by the Agreement or by law, regulation, governmental order or decree; (b) to violate the rights of others; (c) to try to gain unauthorized access to or disrupt any service, data, account or network; (d) to falsify any protocol or email header information (e.g., "spoofing"); (e) to spam or distribute Malicious Code; (f) in a way that could reasonably be expected to harm the SaaS Services or impair anyone else's use of them; (g) to reverse engineer, modify, decrypt, extract, disassemble, or decompile the SaaS Services; (h) to build or support products or services competitive to DocStar; (i) to license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, or commercially exploit, or make available the SaaS Services to any third party except as permitted by this Agreement; (j) in any application or situation where failure of the SaaS Services could lead to death or serious bodily injury or any person, or to the severe physical or environmental damage; or (k) to otherwise violate any other similar "acceptable use" policies communicated by DocStar in writing, including via email or inclusion on website specified by DocStar.

2.5. Suspension. In addition to any other rights that DocStar may have, DocStar reserves the right to take remedial action if Customer breaches the Usage Restrictions, and such remedial action may include suspending Customer's use of the SaaS Services. DocStar will promptly notify Customer of any such suspension and will limit the suspension in time and scope as reasonably possible under the circumstances.

2.6. Verification. Customer will monitor its use of the SaaS Services and report any use greater than validly subscribed. Epicor may monitor use to verify compliance with the Agreement. Customer agrees to promptly pay to Epicor the SaaS Services fees applicable to use in excess of that which is validly subscribed and Customer's SaaS Services fees payable for the duration of the SaaS Term will be adjusted accordingly.

2.7. On-premises Applications. Certain applications furnished by DocStar as part of the SaaS Services must be installed on a Customer-controlled computer or server as specified in an Order ("**On-premises Applications**"). If Customer acquires an On-premises Application, DocStar hereby grants to Customer a license to use the object code (run-time) version of the On-premises Application on a worldwide, personal and non-exclusive basis during the SaaS Term solely in connection with its use of the SaaS Services and in accordance with Section 2.1 herein. During the SaaS Term, DocStar may make available to Customer security patches and/or other updates or upgrades to the On-premises Applications ("**Updates**"). Customer is responsible for installing (or arranging for the installation of) Updates that are necessary to ensure compatibility and interoperability with the SaaS Services. DocStar is not responsible for any error in or unavailability of the SaaS Services resulting from Customer's failure to do so.

2.8. Maintenance and Support. DocStar will perform maintenance and support for the SaaS Services in accordance with DocStar's then current maintenance and support policy for the product line and/or region specific to the delivery of the SaaS Services. Customer may be required to log requests via DocStar's online portal to receive maintenance and support.

2.9. Feedback. Any ideas, feedback, suggestions, requests, questions, comments, results of Customer's testing and evaluation of the SaaS Services or Trial Services ("**Feedback**") are the property of DocStar. Customer agrees to take all reasonable action directed by DocStar, and at DocStar's expense, to assign the Feedback and any intellectual property rights therein to DocStar.

2.10. Analyses. DocStar may compile statistical and other information related to the performance, operation and use of the SaaS Services, and use such information in aggregated form to, among other things, create statistical analyses, and for performance optimization, verification of security and data integrity, demand planning, benchmarking, and research and development purposes. In doing so, DocStar will not incorporate any content, personal data or other confidential information that could identify Customer or any individual.

3. Trial Services

3.1. Subject to the terms and conditions contained herein, DocStar may make certain Trial Services available to Customer for testing and/or evaluation purposes. Trial Services may only be used by Customer on a non-production basis except as otherwise specified in an Order or other written communication made by DocStar therefor.

3.2. The Trial Services are furnished to Customer subject to the terms and conditions applicable to Customer's access and use of the SaaS Services under the Agreement. Additional terms and conditions may apply as communicated to Customer in writing, including via email or website, which terms and conditions are incorporated into the Agreement and are legally binding. DocStar reserves the right to terminate the Trial Services at any time in its sole discretion.

3.3. Upon completion of the applicable trial period, (i) Customer must immediately cease use of the Trial Services, including any On-premises Applications delivered as part of the Trial Services, and (ii) DocStar may disable access to and/or delete any Customer Data processed by the Trial Services.

3.4. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE TRIAL SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY AND DOCSTAR WILL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THE TRIAL SERVICES.

4. SaaS Services Warranties; Availability

4.1. Warranties. DocStar warrants that during the then applicable Initial SaaS Term or Renewal SaaS Term (each as defined below) it (i) will perform the SaaS Services in compliance with the associated Documentation in all material respects, (ii) will not materially decrease the overall security of the SaaS Services, and (iii) will not materially decrease the overall features and functionality of the SaaS Services except as contemplated in Section 4.4 herein. Customer's sole and exclusive remedy and DocStar's entire liability for breach of the aforementioned warranties will be (i) for DocStar to re-perform the deficient SaaS Services at no additional cost, and (ii) if DocStar fails to re-perform the SaaS Services in a non-deficient manner, Customer may terminate the deficient SaaS Services; provided any such termination must be made in writing within 60 days following DocStar's failure to re-perform the SaaS Services in a non-deficient manner.

4.2. Availability. DocStar also warrants that it will provide the SaaS Services in accordance with the Service Level Agreement ("SLA Supplement") available at <https://www.docstar.com/company/customer-agreements> or such other website specified by DocStar. Customer's sole and exclusive remedy and DocStar's entire liability for breach of the warranty will be for DocStar to issue the service credits specified in the SLA Supplement.

4.3. Exclusions. The warranties set forth in Sections 4.1 and 4.2 herein will not apply if (i) the SaaS Services are not used in accordance with the associated Documentation, the Agreement or applicable Product Notes, or (ii) the SaaS Services are provided for no fee. Further, such warranties do not apply to the Trial Services.

4.4. Third-Party Applications. Notwithstanding Section 4.1 herein, DocStar may discontinue Third-Party Applications supplied as part of the SaaS Services upon no less than 180 days' prior written notice, in which case the SaaS Services fees will be reduced accordingly. DocStar will use commercially reasonable efforts to assist Customer to obtain replacement services.

5. Professional Services

5.1. Scope. This Section 5 applies if DocStar performs Professional Services to Customer, as specified in an Order therefor.

5.2. Changes in Scope. Any changes to the scope contemplated in an Order must be made by a written change order or amendment to the Order signed by an authorized representative of each party.

5.3. Services Fees and Expenses. Except as otherwise set forth in an Order therefor, DocStar provides and invoices for Professional Services on a time and materials basis periodically as work is performed with payment due under the terms described therein. DocStar reserves the right to withhold Professional Services while any Professional Services fees remain overdue, except for fees that are the subject of a bona fide dispute communicated to DocStar in writing. Customer will reimburse DocStar for reasonable out-of-pocket expenses incurred by DocStar to perform the Professional Services except as set forth in an Order.

5.4. Hours of Service. DocStar will perform Professional Services during Customer's normal local business hours, Monday through Friday, excluding regional holidays, or as otherwise set forth in Order.

5.5. Professional Services Warranties

5.5.1. DocStar represents and warrants the Professional Services will be provided by qualified personnel with reasonable skill and care in accordance with generally accepted industry standards and in accordance with the applicable Order.

5.5.2. Provided Customer notifies DocStar in writing within the Professional Services Warranty Period and DocStar validates the nonconformity, Customer's sole and exclusive remedy for breach of the warranties described herein will be for DocStar to re-perform the defective Professional Services in a reasonably timely manner at no additional cost to Customer.

5.6. Customer Responsibilities. Customer will provide DocStar with reasonable access to requested resources such as: (i) Customer's personnel, facilities, equipment, hardware, software, network and information for Professional Services performed onsite, and (ii) timely decision-making, notification of relevant issues or information and the granting of approval or permissions as reasonably necessary for DocStar to perform the Professional Services whether or not onsite.

6. RESERVED

7. Payments

7.1. SaaS Services Fees; Excess Use. Customer will pay the SaaS Services fees specified in the Order or renewal invoice therefor in accordance with the terms thereof without any setoff or reduction. Except as otherwise agreed in writing, SaaS Services fees are payable annually in advance. Additional fees may apply if Customer transitions to a more frequent payment structure. Customer will also pay DocStar the SaaS Services fees applicable to any excess use during the applicable usage period, and the SaaS Services fees applicable to the remainder of the SaaS Term will be adjusted accordingly.

7.2. Payment Terms. Except as otherwise set forth in an Order all payments other than those described in Section 7.1 are due within 30 days following the date invoiced without any setoff or reduction.

7.3. Taxes. All prices are exclusive of all applicable country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes ("Taxes"). Customer is responsible for all Taxes however designated or levied, against the sale, licensing, delivery, or use of the Products (other than Taxes based upon DocStar's net income). Customer may not withhold or retain Taxes except as required by law. If Customer withholds or retains Taxes, it will increase the amount payable as necessary so that after making all required withholdings or retentions DocStar receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such withholdings or retentions been made.

7.4. Resale Transactions. If Customer acquires Products directly from a DocStar authorized reseller or distributor ("Reseller") pursuant to an Order between Customer and the Reseller (i.e., not an Order between Customer and DocStar), and Reseller is responsible to invoice the same, then Customer's payment arrangements with the Reseller govern, notwithstanding Sections 7.1 through 7.3 herein.

7.5. Suspension. DocStar reserves the right to suspend the SaaS Services if fees due DocStar, which are not subject of a good faith dispute (provided all undisputed fees continue to be paid in a timely manner), remain past due following 30 days' written notice regarding the same in addition to any other rights it may have under the Agreement or at law.

8. Confidentiality

8.1. Confidential Information. As used herein, "**Confidential Information**" means all information disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") in connection with the Agreement, whether orally or in writing, designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes, without limitation, the Agreement and any associated Orders (including any pricing contained therein), the results of any testing related to the Deliverables, and any commercial, financial, marketing, business, technical or other data, know-how or other information disclosed by or on behalf of the Disclosing Party. Confidential Information does not include any information that (i) is already known to the Receiving Party or received by the Receiving Party from a third party, free of any obligation to keep it confidential, (ii) becomes publicly known through no wrongful act of the Receiving Party, (iii) is independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information, or (iv) is approved for release by written authorization of the Disclosing Party. Customer's Confidential Information includes the Customer Data.

8.2. Confidentiality. The Receiving Party will not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement without the Disclosing Party's prior written permission.

8.3. Protection. The Receiving Party agrees to keep confidential all Confidential Information disclosed to it by the Disclosing Party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of its own, but in any event with no less than reasonable care.

8.4. Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it will provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to seek a protective order or otherwise contest the disclosure.

8.5. Return. The Receiving Party will return all originals, copies and summaries of the Confidential Information upon termination or expiration of the Agreement or upon the Disclosing Party's request, or in the alternative, destroy the same and certify in writing to Disclosing Party that all such Confidential Information has been destroyed. Nothing herein requires a party to erase any Confidential Information that is in an archived computer backup system in accordance with its respective security and/or disaster recovery procedures and each party may each retain copies of the Confidential Information to the extent required to comply with legal or regulatory requirements (all of which remains strictly subject to the restrictions in this Agreement).

8.6. Duration. The obligations regarding Confidential Information will continue until such time it ceases to meet the definition for Confidential Information.

8.7. Ownership. Each party retains sole and exclusive ownership in its Confidential Information.

9. Proprietary Rights; Certain Third-Party Applications

9.1. Deliverables. DocStar retains sole and exclusive ownership in the Deliverables (excluding any Customer Data or Customer Confidential Information included therein) and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by DocStar under the Agreement. All rights owned by DocStar and its suppliers not expressly granted in the Agreement are reserved by DocStar and its suppliers.

9.2. Trademark and Copyright Notices. Customer will not remove, alter or destroy any proprietary, trademark or copyright notices placed upon or contained within any Product or other Deliverable. Customer does not and will not acquire any rights of any kind in or to any trademark, trade name, logo or product designation under which a Product or other Deliverable was or is marketed and, except as contemplated herein incidental to Customer's use of the Products and or other Deliverable, may not make any use of the same for any purposes without DocStar's prior written consent.

9.3. Third-Party Applications. Customer may only use Third-Party Applications supplied by DocStar hereunder in conjunction with DocStar's proprietary Products unless otherwise specified in an Order, the Product Notes and/or the Third-Party Applications Addendum. If an Order or Third-Party Applications Addendum specifies that a Third-Party Application furnished by DocStar is subject to separate or additional terms and conditions provided by the supplier thereof, then, notwithstanding anything to the contrary otherwise specified herein, DocStar makes no warranties of any kind, express or implied, nor offers any indemnification with respect to such Third-Party Application (each, an "**Excluded Third-Party Application**").

10. Customer Data and Data Security

10.1. Customer Data Ownership and License. Customer retains sole and exclusive ownership to the Customer Data and is responsible therefor, and for the means by which Customer acquires the Customer Data. Where DocStar processes Customer Data under the Agreement on Customer's behalf, Customer grants to DocStar and its Affiliates and subcontractors a nonexclusive right to process Customer Data solely to fulfill their obligations under the Agreement. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of the Customer Data, and for obtaining all rights necessary to allow DocStar to perform its obligations under the Agreement.

10.2. Reserved.

10.3. Compliance and Data Protection Laws. Customer will collect and maintain all Personally Identifiable Information contained in the Customer Data in compliance with applicable data privacy laws and protections; and will retain reasonable security standards for its Users' use of the Products that process Customer Data.

10.4. Data Security. DocStar will (i) process and secure Customer Data in accordance with documented, reasonable instructions provided by Customer, where such instructions are consistent with the terms of the Agreement, and (ii) maintain reasonable administrative, technical and physical measures designed for the protection of the security, confidentiality and integrity of the Customer Data processed by it. DocStar may not use or disclose Customer Data other than for purposes of meeting its obligations under the Agreement or as required by law or a governmental authority. DocStar will require that any subcontractor who processes Customer Data on its behalf agrees to abide by the information security measures in the Agreement (or other applicable measures that are at least as protective of the Customer Data).

10.5. Incidents. DocStar will promptly, and in the case of Personally Identifiable Information, no more than five business days after its discovery, notify Customer in writing of any Incident. DocStar will reasonably investigate such Incident and cooperate with Customer's efforts to determine the nature and extent of the Incident. DocStar's obligations under this Section remain in effect for so long as the Customer Data remains under DocStar's possession, custody or control.

10.6. Government Access Requests. If DocStar or its subcontractor receives a request for Customer Data directly from a law enforcement agency, then DocStar will redirect the law enforcement agency to request that data directly from Customer. If compelled to disclose Customer Data to law enforcement, DocStar will promptly notify the Customer and provide a copy of the demand, unless legally prohibited from doing so. If required by law, Customer will notify individuals that are data subjects within the Customer Data that their data may be disclosed to law enforcement or other governmental authorities and obtain the individuals' consent to the same.

10.7. European General Data Protection (GDPR). If and to the extent DocStar processes "Personal Data" as defined under the EU General Data Protection Regulation, DocStar agrees to comply with the EU Data Processing Addendum available at <https://www.docstar.com/company/customer-agreements> or such other website designated by DocStar, which is hereby incorporated by reference with respect to such Personal Data. If there is a conflict between the terms and conditions contained herein and the EU Data Processing Addendum, the EU Data Processing Addendum controls.

10.8. California Consumer Protection Act (CCPA). If and to the extent DocStar processes "Personal Information of a Consumer" as defined under the CCPA for Customer, DocStar agrees to comply with the CCPA Data Processing Addendum available at <https://www.docstar.com/company/customer-agreements>, which is hereby incorporated by reference, with respect to such Personal Information. In the event of any conflict between this Agreement and the CCPA Data Processing Addendum, the CCPA Data Processing Addendum shall control.

11. General Disclaimer

EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER DOCSTAR, NOR ITS SUPPLIERS, SUBCONTRACTORS OR AGENTS MAKE ANY REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, SATISFACTORY QUALITY, REASONABLE SKILL AND CARE, MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT THE PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE SECURE, UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS OR NEEDS, EXCEPT TO THE EXTENT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED.

12. Indemnification

12.1. By DocStar

12.1.1. Subject to the terms and conditions in the Agreement, DocStar will, at its own expense, defend Customer and its Affiliates, and their directors, officers and employees (each, an "**Indemnified Party**" and "**Customer Indemnified Party**") against any claim, demand, suit, proceeding or action (each, a "**Claim**"), and will indemnify Customer Indemnified Parties against any Losses finally awarded against them or amounts agreed to in a monetary settlement arising out of or in connection with such Claim to the extent the Claim is made or brought by or on behalf of an unaffiliated third party alleging that any Products furnished by DocStar hereunder infringe any copyright or patent, or misappropriate any trade secret, of such third party issued, honored or enforceable under U.S. laws or the laws of any other country where DocStar or its Affiliates have business operations (a "**Customer Claim**").

12.1.2. DocStar has no obligation under the preceding Section or otherwise to the extent a Customer Claim is based on (i) use of the Products not in accordance with the Agreement or the applicable Documentation, (ii) use of the Products in combination with products or services not supplied by DocStar if infringement is caused by such combination, (iii) modification to the Products other than by or at DocStar's direction or with DocStar's written approval, (iv) Excluded Third-Party Applications, or (v) Customer's use of a superseded On-premises Application version if a corrective Update has been made available to Customer for no additional license or subscription fees and Customer is given reasonable time to implement the Update.

12.1.3. If a Customer Claim occurs, or if DocStar reasonably believes a Customer Claim may occur, DocStar may at its sole discretion and at no cost to Customer (i) modify the affected Product so that it no longer infringes or misappropriates, (ii) secure for Customer the right to continue using the affected Product in accordance with the Agreement, or (iii) if (i) and (ii) are not commercially and reasonably feasible, terminate the Agreement and/or Order with respect to the Product(s) that are or may be subject to the Customer Claim and refund any then prepaid fees therefor measured from the date of termination.

12.1.4. This Section 12.1 provides DocStar's entire liability and Customer's sole and exclusive remedy for infringement and misappropriation Claims.

12.2. By Customer. Subject to the terms and conditions of the Agreement, Customer will, at its own expense, defend DocStar and its Affiliates, and their directors, officers and employees (each, an "**Indemnified Party**" and "**DocStar Indemnified Party**") against any Claim, and will indemnify DocStar Indemnified Parties against any Losses finally awarded against them or amounts agreed to in a monetary settlement arising out of or in connection with such Claim to the extent the Claim is made or brought by or on behalf of a third party in connection with (i) any Customer-supplied intellectual property, materials or information, (ii) any Customer Data, (iii) Customer's use of

the Products not in accordance with, or as contemplated by, the Agreement or applicable Documentation, or in violation of any law, rule or regulation.

12.3. Indemnification Procedures. A party's indemnification obligations under this Section 12 are conditioned on the Indemnified Party providing the indemnifying party the following: (i) prompt written notice of any Claim for which indemnification is sought, (ii) sole control of the defense and settlement of such Claims or the appeal of any award, and (iii) reasonable assistance and cooperation at the indemnifying party's expense; but the indemnifying party may not enter into any settlement imposing any liability or obligation on the Indemnified Party's written consent, not to be unreasonably withheld, conditioned or delayed.

13. Exclusion and Limitation of Liability

13.1. Exclusion of Certain Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

13.2. Limitation of Liability. The parties agree that the total liability of a party to the other arising out of or related to the Agreement are limited to the direct damages applicable to the Product directly giving rise to such liability, but not to exceed the fees paid therefor during the then preceding 12-month period.

13.3. Limitations. The exclusions and limitations set forth in this Section 13 do not apply to (i) DocStar's right to collect unpaid fees, taxes and expenses hereunder, (ii) claims arising out of death or bodily injury or damage to tangible property, caused by a party's negligence, or (iii) a party's indemnification obligations under the Agreement.

13.4. Liability for Incidents. Notwithstanding anything to the contrary contained in the Agreement, or any other agreement with DocStar or its Affiliates, DocStar's and its Affiliates' aggregate liability to Customer or its Affiliates for Losses from third party claims arising out of or related to an Incident will not exceed the greater of (i) the amount of fees paid to DocStar and its Affiliates during the 12-month period preceding the Incident, and (ii) USD\$500,000.

13.5. Third-Party Applications. Notwithstanding the exclusions and limitations set forth herein, DocStar's total liability for damages relating to Third-Party Applications supplied by DocStar hereunder is limited to the amount of fees paid by Customer to DocStar therefor.

13.6. Exceptions. The provisions of any local law that implies terms to the Agreement will not apply to the extent that local law permits the parties to contract out of that law. However, the limitations and exclusions in the Agreement do not change Customer's rights if the laws of its state, province or country do not allow.

14. Non-Solicitation

To the extent permissible under applicable law, neither party will knowingly solicit or hire as a result of such solicitation (including as an independent contractor) any employee or contractor of the other party or its Affiliates or subcontractors who have been engaged in the supply or use of Products hereunder for six months thereafter without the express written consent of the other party. This provision does not restrict the right of a party to conduct non-targeted job searches or recruitment generally in the media or online, or to hire an employee or independent contractor who, as conclusively demonstrated in writing by the hiring party, (i) responds to such searches, (ii) voluntarily applied for hire or engagement without having been initially personally solicited by or on behalf of the party, or (iii) has not been an employee or subcontractor of the other party or its Affiliates or subcontractors for six or more months. If a party solicits or hires a person in contravention of this Section, then such party will pay to the other party an amount equal to the salary or fees paid to the hired individual over the last 12 months of their engagement with the other party or its Affiliate or subcontractor, such amount being a genuine pre-estimate by the parties of liquidated damages and not a penalty.

15. Term; Termination

15.1. Term. The Agreement begins once DocStar accepts an Order issued pursuant to the Agreement and continues for the duration of the initial period applicable to the SaaS Services is as stated in the Order therefor ("**Initial SaaS Term**") and continues until terminated as provided herein. Trial SaaS will be furnished for the period communicated in writing by Epicor to Customer. Customer acknowledges it may not reduce the SaaS Services subscription levels during the then current Initial SaaS Term or Renewal SaaS Term unless otherwise agreed by DocStar in writing.

15.2. Renewal. Upon expiration of the Initial SaaS Term, and each anniversary thereafter, the SaaS Services Order will automatically renew for an additional one-year period (each, a "**Renewal SaaS Term**"), at the rates then in effect unless Customer and DocStar negotiate a new multi-year arrangement or either party gives written notice of non-renewal at least 90 days prior to the end of the then expiring Initial SaaS Term or Renewal SaaS Term as the case may be. The published DocStar SaaS Services Master Customer Agreement in effect at the time of renewal will govern the SaaS Services for the duration of the Renewal SaaS Term.

15.3. Additional SaaS Services Orders. Any additional SaaS Services Orders processed during the SaaS Term will be added to Customer's then current SaaS Services and are subject to the published DocStar SaaS Services Master Customer Agreement in effect at the time of at the commencement of the then current Initial SaaS Term or Renewal SaaS Term as the case may be.

15.4. Termination for Cause. Either party may terminate the Agreement and/or Order for cause (i) 30 days following written notice of a material breach by the other party of its obligations under the Agreement and/or Order if such breach is not cured within such 30-day period, (ii) immediately upon written notice if the other party materially breaches Sections 8 (Confidentiality) or 18 (Assignment) herein, or (iii) immediately upon written notice if the other party should become insolvent or should make any assignment for the benefit of

creditors, or should be adjudged bankrupt, or should file a petition in bankruptcy, or is named a debtor in an involuntary bankruptcy proceeding, or if a receiver or trustee of the property of the other party is appointed.

15.5. Termination for Breach of SaaS Services Warranty. Customer may terminate the Agreement and/or associated SaaS Services Order in accordance with Section 4.1 herein upon written notice.

15.6. Termination Incidental to Indemnification. The Agreement and/or the associated Order may terminate as set forth in Section 12.1.3 herein.

15.6.1. Orders for Multiple Products. If an Order includes more than one Product type, then a party may terminate that portion of the Order that applies to the Product(s) giving rise to the termination right under this Section 15 in lieu of terminating the entire Order.

15.7. Effect of Termination; Customer Data Portability and Deletion. Upon termination or expiration of the Agreement and/or Order for any reason (i) all rights and obligations of the parties under the Agreement and/or associated Order will automatically terminate except for rights of action accruing prior to termination, (ii) all amounts due thereunder will become immediately due and payable and Customer's right to use the SaaS Services and On-premises Applications ends. DocStar will make Customer Data available to Customer in machine-readable format upon Customer's written request made within 30 days following termination or expiration of the SaaS Term. Except as otherwise required by law, DocStar may delete or destroy all copies of the Customer Data following such 30 day-period.

15.8. Refund or Payment upon Termination.

15.8.1. Customer is entitled to a pro-rata refund in the amount of any then prepaid SaaS Services fees for the terminated period calculated as of the effective date of the termination if (i) Customer terminates the Agreement or SaaS Services Order for cause (subject to such cause being established) pursuant to Section 15.4 or as permitted under Section 15.5, or (ii) DocStar terminates the Agreement or SaaS Services Order as a result of its indemnification obligations hereunder.

15.8.2. Customer will pay any unpaid SaaS Services fees covering the duration of the SaaS Term applicable to the SaaS Services Order if DocStar terminates the Agreement or SaaS Services Order because of Customer's uncured breach or if Customer terminates the Agreement or SaaS Services Order other than as permitted under the Agreement.

15.9. Surviving Provisions. Sections 1, 5.3, 6, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19 and 20 herein survive expiration or termination of the Agreement.

16. Other Agreements

16.1. Export. Most Products offered by DocStar hereunder are governed by U.S. export regulations and may not be exported to or by embargoed countries or individuals. Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports.

16.2. Anti-Corruption. Customer has not, and upon each submission of an Order will have not, received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of DocStar's employees or agents (including its authorized reseller) in connection with the Agreement.

17. Dispute Resolution. Except for legal actions commenced as debt recovery purposes for amounts due hereunder, or actions for infringement or violation of a party's intellectual property rights ("**Excluded Disputes**"), in the event of any dispute, claim, or controversy arising out of, relating to, or in connection with the Agreement (whether based in contract, in tort, upon a statutory provision, or otherwise), including, without limitation, the formation, performance, breach, termination, enforcement, interpretation or validity thereof (a "**Dispute**"):

17.1. Negotiation/Mediation. Customer and DocStar will first attempt to resolve any Dispute through confidential negotiation by one or more meetings with designated executives with authority to resolve the Dispute, or if agreed, by mediation with a mutually agreeable mediator.

17.2. Arbitration. If Customer and DocStar are unable to resolve the Dispute in accordance with the preceding Section, the parties will fully and finally settle the Dispute through arbitration. Except as otherwise agreed by the parties the arbitration will be administered by a single arbitrator and in accordance with the following terms and conditions:

17.2.1. Arbitrations. Arbitration will be held in the United States and administered by AAA pursuant to its Commercial Arbitration Rules and Mediations Procedures in a location selected by the party initiating the arbitration. The parties acknowledge that the Agreement evidences a transaction involving interstate commerce. Notwithstanding any provisions herein with respect to applicable substantive law governing the Agreement, the agreement to arbitrate and any arbitration conducted pursuant thereto will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 *et seq.*

17.2.2. Reserved.

17.2.3. Additional Provisions. To the extent permitted by law: (i) each party to the arbitration will pay its own costs and expenses (including attorney's fees) in connection with the arbitration; (ii) the arbitrator's fees and the administrative expenses of the arbitration will be paid equally by the parties thereto; and (iii) the arbitrator will not have the power to award punitive damages. The language of any arbitration conducted hereunder will be English unless otherwise agreed by the parties in writing.

17.2.4. Confidentiality. Except as required by law, no party may disclose to an unaffiliated third party the existence, contents, or results of an arbitration brought in accordance with the Agreement, or the documents presented, and evidence produced by its opposing parties, or any analysis or summaries derived from such evidence. Notwithstanding the foregoing, a party may share such information with its representatives and legal and financial advisors that have a need to know and who are bound by obligations of confidentiality.

17.2.5. Enforcement. The award rendered by the arbitrator may be recognized and enforced by any court having jurisdiction, and any necessary applications may be made to such courts for judicial acceptance of the award and an order of enforcement. Such court proceedings will disclose only the minimum amount of information concerning the arbitration as is required to obtain such recognition, enforcement, acceptance or order.

17.3. Excluded Disputes. The provisions of Sections 17.1 through 17.2 will apply to Excluded Disputes upon mutual written agreement of the parties. In the absence of such agreement, claims in connection with Excluded Disputes may be instituted in any court of competent jurisdiction.

17.4. Equitable Relief; Right to Termination. Notwithstanding the terms of this Section 17, a party may seek immediate injunctive or other provisional relief in any court of competent jurisdiction, against or from any ongoing or impending injury or damage, which mediation or arbitration would not in the party's reasonable opinion avoid and each party will at all times have the right to exercise any contractual right it may have to withhold the performance of its obligations and/or terminate the Agreement or an Order as permitted hereunder.

17.5. UN Convention on Contracts Not Applicable. The Agreement is not to be governed by the United Nations Convention on Contracts for the International Sales of Goods.

17.6. Governing Law; Jurisdiction; Jury Trial Waiver. The internal laws of the State of Texas, USA, govern the Agreement, and each party to the Agreement on behalf of itself and its Indemnified Parties submits to the non-exclusive jurisdiction and venue of the state or federal courts located in Travis County, Texas, for determination of Excluded Disputes and permitted applications of injunction or other provisional relief, and for any litigation ancillary to arbitration, including without limitation, litigation or to compel arbitration or enforce an arbitral award. The parties hereby waive any rights to a trial by jury.

17.7. Third Party Rights. Customer acknowledges that DocStar's third-party suppliers are intended third-party beneficiaries to the Agreement and may benefit from and enforce the terms of the Agreement with respect to their Third-Party Applications. Notwithstanding this right, the parties may, by agreement, rescind, amend, terminate or vary any term of the Agreement (and any documents entered into pursuant to or in connection with it) without the consent of a third-party beneficiary even if the third-party beneficiary has relied on, or indicated assent to, any term of the Agreement. Except as otherwise provided in this Section, a person who is not a party to the Agreement (including under the Contracts Rights of Third Parties Act 1999) has no right to enforce any of its terms.

18. Assignment

Customer may not assign, license, sublicense, pledge or otherwise transfer the Agreement or any rights under the Agreement, whether voluntarily or by operation of law, without DocStar's prior written consent. Without limiting the scope of the previous sentence any sale or transfer of assets, stock or any interest in Customer, or any merger, consolidation restructuring, or other business reorganization is to be considered a transfer covered by the previous sentence and prohibited hereby. The Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. DocStar may assign the Agreement upon written notice to Customer if the assignee agrees to be bound in writing by DocStar's obligations hereunder.

19. General

19.1. Headings. Headings contained in the Agreement are for convenience only and are not part of the Agreement and do not in any way interpret, limit or amplify the scope, extent or intent of the Agreement or any of the provisions hereof.

19.2. Complete Agreement. The Agreement including any Order issued in connection herewith, and where applicable the Data Processing Addendum, constitutes the entire agreement between the parties on the subject hereof and supersedes all other prior or contemporaneous agreements, negotiations, representations and proposals, written or oral. DocStar and Customer have not relied upon and agree they will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement. The Agreement does not operate as an acceptance of any conflicting terms and conditions and will prevail over any conflicting provision of any purchase order or any other instrument of Customer, it being understood that any purchase order issued by Customer will be for Customer's convenience only and any terms and conditions therein are of no force or effect hereunder. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by DocStar regarding future functionality or features.

19.3. Severability. If any provision of the Agreement is deemed to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will promptly amend the Agreement or the Agreement will be deemed to be amended to give effect to the stricken provision to the maximum extent possible.

19.4. Modifications and Waiver. No modification of, or amendment or addition to the Agreement is valid or binding unless set forth in writing signed by an authorized representative of each party; provided that an Order becomes valid and binding against Customer once signed and submitted by Customer. The waiver or failure of either party to exercise in any respect any right or remedy provided herein will not be deemed a waiver of any future right or remedy hereunder.

19.5. Notices. All notices and other communications between the parties must be in writing and given by (i) courier, (ii) first-class (or similar) registered or certified mail, postage prepaid, or (iii) email, the party's address or email address specified in the Order or such other address or email address that a party has notified to be that party's address or email address or for the purposes of this Section. A notice given in accordance with this Section will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing.

19.6. Force Majeure. Neither party will be responsible or liable for its failure to timely perform under the Agreement when its failure results from any cause beyond its reasonable control ("**Force Majeure Event**"). The time for performance will be extended for a period equal to the duration of the conditions that prevent performance.

19.7. Relationship. The parties are independent contractors. The Agreement does not create a joint venture or partnership between the parties; and no party is by virtue of the Agreement authorized as an agent, employee or representative of the other party.

19.8. Business Contact Information. Customer will provide accurate and complete information on Customer's legal business name, address, email address and phone number, and maintain and promptly update this information if it should change. Customer agrees to

allow, and is authorized to allow, DocStar and its Affiliates and service providers to store and use Customer's business contact information, including names, business phone numbers, and business email addresses of Customer employees and contractors, anywhere they do business. Such information will be processed and used solely in connection with the parties' business relationship.

19.9. Publicity/References. In consideration for the rights and interests provided Customer herein, and subject to Customer's prior approval which may not be unreasonably withheld, Customer agrees that (i) DocStar may, at its own expense, issue a press release including quotes attributable to the Customer announcing that the Customer has acquired the Products, and (ii) it will provide reasonable assistance to DocStar in DocStar's production and publication of a written and/or video case study describing both the business benefits to the Customer and the technical aspects of Customer's use of the Products following the Customer going live thereon (if applicable).

20. Additional Terms

20.1. U.S. Government Rights. SaaS Services furnished under the Agreement are "commercial items" as defined in FAR 2.101. If Customer (or a User) is United States federal government agency then DocStar provides the software or software as a service (SaaS)-based services, including any related software, technology and services, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If Customer (or a User) has a need for rights not granted under those terms, it must negotiate with DocStar to determine if there are agreeable terms for granting those rights, in which case a mutually agreeable written addendum specifically granting those rights must be included as part of the Agreement.