

DOCLENS ACCESS AND USE AGREEMENT

This Access and Use Agreement ("Agreement") is entered into between _____ ("Customer") with its principal place of business at _____ and DocLens Inc. a Delaware corporation ("DocLens"), with its principal place of business at 2218 Broadway, #161 New York, NY 10024 . DocLens and Customer agree that the following terms and conditions will apply to the products and services provided under this Agreement and Orders placed thereunder.

1. DEFINITIONS

"Access" means the ability to a) sign-on to the Customer specific account related to the DocLens Product, utilizing the User Interface in the Product, view the data in the account including Customer Content and Analysis Results and take any actions or utilize any Features in the DocLens Product that are permitted for the role the Customer assigned to that User and any other capabilities the parties agree upon and document in Schedule A; or b) view Analysis Results in a report/document or data file in a form mutually agreed upon between DocLens and the Customer.

"Administrator User" means each employee designated by Customer to serve as technical administrator of Access and Use of the DocLens Product. In addition to the Access granted to any End User, Administrator Users will have the ability to upload Customer Content, delete Customer Content, change the name of Departments, Folders, Files or Documents in the Product, re-run analysis of any File or Document, view all Customer Content and results in the Dedicated Customer Account, identify Customer employees to be granted access or to have access deactivated. Each Administrator User must complete training provided by DocLens.

"Analysis Results" means the extracted risk signals, annotations, citations, evaluation, chat responses, classification, summaries and recommended next best actions generated by the DocLens Product from the Customer Content.

"Customer Content" means all data and materials uploaded or otherwise provided by Customer for use in connection with the DocLens Product.

"Customer Users" means the active Users that a Customer has designated as authorized to have access to and use of the DocLens Product, including Administrator Users and End Users.

"DocLens Product or Product " means the specific internet-accessible product, including any updates or new versions identified in Schedule A.

"Documentation" means any guides, online help, release notes, training materials and other documentation provided or made available by DocLens to Customer regarding the use or operation of the DocLens Product.

“Effective Date” means the date both DocLens and the Customer have signed this Agreement.

“End User” means each Customer employee, other than Administrator Users, designated by the Customer to have the ability to Access and Use the DocLens Product. An End User will have the ability to view results and Use the DocLens Product consistent with the permissions granted by the Customer and agreed to by DocLens.

“Features” are the capabilities, reports or summaries in the DocLens Product as specified in Schedule A.

“Host” means the location in the cloud or within the Customer architecture on which the DocLens Product is installed.

“Maintenance Services” means the support and maintenance services provided by DocLens to Customer pursuant to this Agreement and Schedule B.

“Other Services” means all technical and non-technical services performed or delivered by DocLens under this Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the DocLens Product and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods, as may be specified in Schedule B and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.

“Pages” means the number of pages that have been uploaded or on which the analysis has been re-run during the period specified in the Schedule.

“Schedule” is a written document attached to this Agreement or executed separately by DocLens and Customer for the purpose of purchasing DocLens Product under the terms and conditions of this Agreement.

“Services” means the Maintenance Services and Other Services identified in the Schedule B.

“Software” means the object code version of any DocLens developed or delivered software to which Customer is provided Access, including any updates or new versions.

“Subscription Term” shall mean that period specified in Schedule A during which Customer will have on-line access and use of the DocLens Product. The Subscription Term shall renew for successive 12- month periods unless either party delivers written notice of non-renewal to the other party at least 90 days prior to the expiration of the then-current Subscription Term.

“User Information” means a unique collection of identity data for an individual that will be granted access to use the DocLens Product for the purposes of providing single sign-on, managing passwords or certifying user access. User Information may be physically or logically

maintained in a single repository or in separate physical or logical repositories. User Information for a user that has been deactivated may remain stored in the DocLens Product, but inactive User Information will not be included in the number of Customer Users.

2. Product Access

2.1 During the Subscription Term, Customer will receive a nonexclusive, non-assignable, royalty free, worldwide right to Access and Use the DocLens Product solely for Customer's internal business operations subject to the terms of this Agreement and up to the number of Customer Users documented in Schedule A.

2.2 Customer acknowledges that to the extent that Customer has Access to any software developed or delivered by DocLens, Customer will not have the right to copy, duplicate, change, reverse engineer or otherwise use the software for any purpose other than Access and Use of the DocLens Product.

3. RESTRICTIONS

Customer shall not, and shall not permit anyone to: (i) copy or republish the Software, (ii) make the Software available to any person other than authorized Customer Users, (iii) allow anyone other than Customer Users to use or access the DocLens Product, (iv) modify or create derivative works based upon the Software or DocLens Product, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software, the DocLens Product or in the Documentation, (vi) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software or the DocLens Product except and only to the extent such activity is expressly permitted by applicable law, or (vii) Access the Software or DocLens Product or use the Documentation in order to build a similar product or competitive product. Subject to the limited licenses granted herein, DocLens shall own all right, title and interest in and to the Software, DocLens Product, Documentation, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign all right, title and interest it may have in the foregoing to DocLens.

4. CUSTOMER RESPONSIBILITIES

4.1 Assistance. Customer shall provide commercially reasonable information and assistance to DocLens to enable DocLens to deliver the DocLens Product and any Services. Customer shall promptly deliver Customer Content to DocLens in an electronic file format specified and accessible by DocLens. Customer acknowledges that DocLens's ability to deliver the DocLens Product in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.

4.2 Compliance with Laws. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the DocLens Product, including those laws related to

data privacy, international communications, and the transmission of technical or personal data. Customer acknowledges that DocLens exercises no control over the Customer Content. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

4.3 Unauthorized Use; False Information. Customer shall: (a) notify DocLens immediately of any unauthorized Use or Access to the DocLens Product or Software or any other known or suspected breach of security, (b) report to DocLens immediately and use reasonable efforts to stop any unauthorized Use or Access to the DocLens Product or Software that is known or suspected by Customer and (c) not provide false identity information to gain Access to or Use of the DocLens Product.

4.4 Administrator Access. Customer shall be solely responsible for the acts and omissions of its Administrator Users. DocLens shall not be liable for any loss of data or functionality or costs incurred caused directly or indirectly by actions taken by an Administrator User.

4.5 Customer Content. Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious. Customer shall be responsible for complying with any data privacy or data protection laws that may be applicable to the collection of Personally Identifiable Information (PII) or Protected Health Information that may be contained in Customer Content. DocLens will have no responsibility to notify or disclose to any third-party that the Customer Content may include PII or PHI.

4.6 Customer Users. Customer is responsible to identify and update the Customer Users that will be granted Access to the DocLens Product including the role and any limitations on specific Customer Users. For each designated Customer User, Customer will provide User Information and represents that DocLens may utilize User Information to grant Access to the DocLens Product. Customer is responsible for notifying DocLens of any changes in Access or Use for a Customer User.

4.7 License from Customer. Subject to the terms and conditions of this Agreement, Customer shall grant to DocLens a limited, non-exclusive and non-transferable license, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the Analysis results, any other functions or Features in the DocLens Product, to improve the performance and functionality of the DocLens Product and to deliver any Services.

4.8 Ownership and Restrictions. Customer retains ownership and intellectual property rights in and to its Customer Content and Analysis Results. DocLens or its licensors retain all ownership and intellectual property rights to the DocLens Product, Software and anything developed and delivered under the Agreement.

4.9 Suggestions from Customer. DocLens will not share or provide access to Customer Content with any third party except to the extent necessary to develop and maintain the DocLens Product and only if that Third-party has agreed not to disclose or use the Customer Content for any other purpose. DocLens shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the DocLens Product any suggestions, enhancement requests, recommendation or other feedback provided by Customer or any Customer User, including relating to the operation of the DocLens Product or insights gleaned from Analysis Results.

5. ORDERS AND PAYMENT

5.1 Orders. Customer shall order DocLens Product and Other Services pursuant to Schedule A as may be modified from time to time in writing. All DocLens Products or Services acquired by Customer shall be governed exclusively by this Agreement and the applicable Schedules. In the event of a conflict between the terms of a Schedule and this Agreement, the terms of the Schedule shall take precedence.

5.2 Invoicing and Payment. DocLens shall invoice Customer for all fees based upon the periodic invoice periods set out in the Schedule. Customer shall pay all undisputed invoices within 10 days after Customer receives the invoice. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in United States Dollars and must be paid by Customer to DocLens in United States Dollars.

5.3 Expenses. Customer will reimburse DocLens for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. DocLens shall notify Customer prior to incurring any such expense. DocLens shall comply with Customer's travel and expense policy if requested and made available to DocLens prior to the required travel.

5.4 Taxes. DocLens shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the DocLens Product and Services. Customer shall not be liable for taxes based on DocLens's net income, capital or corporate franchise.

6. TERM AND TERMINATION

6.1 Term of Agreement. The term of this Agreement shall begin on the Effective Date and shall continue for the initial Term set forth in Exhibit A or until terminated by either party as outlined in this Section.

6.2 Termination. Either party may terminate this Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days after receipt of notice of such breach.

6.3 Suspension for Non-Payment. DocLens reserves the right to suspend Access or Use of the DocLens Product if Customer fails to timely pay any undisputed amounts due to DocLens under this Agreement, but only after DocLens notifies Customer of such failure and such failure continues for ten (10) days. Suspension of the DocLens Products shall not release Customer of its payment obligations under this Agreement. Customer agrees that DocLens shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the DocLens Products resulting from Customer's nonpayment.

6.4 Suspension for Ongoing Harm. DocLens reserves the right to suspend delivery of the DocLens Products if DocLens reasonably concludes that Customer or a Customer User access or use of the DocLens Products is causing immediate and ongoing harm to DocLens or others. In the extraordinary case that DocLens must suspend delivery of the DocLens Products, DocLens shall immediately notify Customer of the suspension, and the parties shall diligently attempt to resolve the issue. DocLens shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the DocLens Products in accordance with this Section 6.4. Nothing in this Section 6.4 will limit DocLens's rights under Section 6.5 below.

6.5 Effect of Termination. (a) Upon termination of this Agreement or expiration of the Subscription Term, DocLens shall immediately cease providing the DocLens Product and all Access and Use rights granted under this Agreement shall terminate. (b) If DocLens terminates this Agreement due to a breach by Customer, then Customer shall immediately pay to DocLens all amounts then due under this Agreement and to become due during the remaining term of this Agreement, but for such termination. If Customer terminates this Agreement due to a breach by DocLens, then DocLens shall immediately repay to Customer all pre-paid amounts for any unexpired period after the termination during which the Customer had paid for access and use of the DocLens Product. (c) Upon termination of this Agreement and upon subsequent written request by the disclosing party, the receiving party of tangible Confidential Information shall immediately return such information or destroy such information or eliminate all access to such information and provide written certification of such destruction or access elimination, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties.

7. SERVICE LEVEL AGREEMENT

The Service Level Agreement ("SLA") for the DocLens Products is set forth in Exhibit C hereto. The SLA sets forth Customer's sole remedies for availability or quality of the DocLens Products including any failure to meet any guarantee set forth in the SLA.

8. WARRANTIES

8.1 Warranty. DocLens represents and warrants that it will provide the DocLens Product and any Services in a professional manner consistent with general industry standards and that the DocLens Products will perform substantially in accordance with the Documentation. For any

breach of a warranty, Customer's exclusive remedy shall be as provided in Section 6, Term and Termination.

8.2 DOCLENS WARRANTS THAT THE DOCLENS PRODUCT WILL PERFORM IN ALL MATERIAL RESPECTS CONSISTENT WITH THE DOCUMENTATION. DOCLENS DOES NOT GUARANTEE THAT THE DOCLENS PRODUCT WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT DOCLENS WILL CORRECT ALL DOCLENS PRODUCT ERRORS. CUSTOMER ACKNOWLEDGES THAT DOCLENS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE DOCLENS PRODUCT MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY DOCLENS (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER DOCLENS NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE DOCLENS PRODUCT WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL DOCLENS OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S OR ANY USER'S DATA, FILES, OR PROGRAMS.

9. LIMITATIONS OF LIABILITY NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF DOCLENS) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE THE CLAIM AROSE.

The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections entitled "Restriction", "Indemnification", or "Confidentiality".

10. INDEMNIFICATION

10.1 Indemnification by DocLens. If a third party makes a claim against Customer that the DocLens Products infringes any patent, copyright or trademark, or misappropriates any trade secret, or that DocLens's negligence or willful misconduct has caused bodily injury or death, DocLens shall defend Customer and its directors, officers and employees against the claim at DocLens's expense and DocLens shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by DocLens, to the extent arising from the claim. DocLens shall

have the right to select counsel to defend the Customer and will consult with Customer in counsel selection. If Customer declines to be represented by counsel DocLens selects, Customer may at its own expense retain counsel and DocLens' obligation to defend Customer will be extinguished. DocLens shall have no liability for any claim based on (a) the Customer Content, (b) modification of the DocLens Products not authorized by DocLens, or (c) use of the DocLens Products other than in accordance with the Documentation and this Agreement. DocLens may, at its sole option and expense, procure for Customer the right to continue use of the DocLens Products, modify the DocLens Products in a manner that does not materially impair the functionality, or terminate the Subscription Term and repay to Customer any amount paid by Customer with respect to the Subscription Term following the termination date.

10.2 Indemnification by Customer. If a third party makes a claim against DocLens that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall defend DocLens and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees) finally awarded against such parties or agreed to in a written settlement agreement signed by Customer, to the extent arising from the claim. Customer may select counsel to defend DocLens and will consult with DocLens on counsel selection. If DocLens declines to be represented by counsel Customer selects, DocLens may at its own expense retain counsel and Customer's obligation to defend DocLens will be extinguished.

10.3 Conditions for Indemnification. A party seeking indemnification under this section shall (a) promptly notify the other party of the claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

11. CONFIDENTIALITY

11.1 Definition. "Confidential Information" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is specifically deemed to be confidential by the terms of this Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality. Subject to the display of Customer Content as contemplated by this Agreement, Customer Content is deemed Confidential Information of Customer. DocLens software and Documentation are deemed Confidential Information of DocLens.

11.2 Confidentiality. During the term of this Agreement and for 5 years thereafter (perpetually in the case of software), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software, the DocLens Product or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.

11.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this Agreement and the relationship of the parties but agrees that the specific terms of this Agreement will be treated as Confidential Information; provided, however, that each party may disclose the terms of this Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

12. GENERAL PROVISIONS

12.1 Non-Exclusive Use. Customer acknowledges that DocLens Products is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict DocLens's ability to provide the DocLens Products or other technology, including any features or functionality first developed for Customer, to other parties.

12.2 Customer User Information. Customer hereby acknowledges and agrees that DocLens' performance of this Agreement may require DocLens to process, transmit and/or store Customer User Information which may include Personal Identifying Information (PII) or Personal Data (PD) of Customer employees and Affiliates. By submitting PII or PD to DocLens, Customer

agrees that DocLens and its Affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling DocLens to perform its obligations under this Agreement. In relation to all PII or PD provided by or through Customer to DocLens, Customer will be responsible as sole Data Controller for complying with all applicable data protection or similar laws that regulate the processing of PII or PD and special categories of data as such terms are defined in that Directive. Customer agrees to obtain all necessary consents and make all necessary disclosures before including PII or PD in Content and using the DocLens Product. Customer confirms that Customer is solely responsible for compliance with any data protection laws applicable to any PII or PD that may be contained in Customer Content, including any information which any DocLens shares with third parties on Customer's behalf. Customer is solely responsible for determining the purposes and means of processing Customer PII or PD by DocLens under this Agreement, including that such processing according to Customer's instructions will not place DocLens in breach of applicable data protection laws. Prior to processing, Customer will inform DocLens about any special categories of data contained within Customer PII or PD and any restrictions or special requirements in the processing of such special categories of data, including any cross-border transfer restrictions. Customer is responsible for ensuring that the DocLens Product meets such restrictions or special requirements. DocLens to process any PII or PD that meets the requirements set forth in this Section according to these Terms of Use.

12.3 DocLens Personal Data Obligations. DocLens will comply with the DocLens Privacy Policy, which is incorporated herein by reference. The DocLens Privacy Policy is subject to change at DocLens's discretion; however, DocLens policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the services have been paid. The Privacy Policy referenced in this Agreement specifies our respective responsibilities for maintaining the security of Customer data in connection with the DocLens Product and Services. DocLens reserves the right to provide the DocLens Products from Host locations, and/or through use of subcontractors, worldwide provided no applicable law or regulation prohibits working with a subcontractor or maintaining data in that country. DocLens will only process Customer PII or PD in delivering DocLens Product. Customer agrees to provide any notices and obtain any consent related to DocLens's use of the data for provisioning the DocLens Products, including those related to the collection, use, processing, transfer and disclosure of PII or PD. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer Content.

12.4 Assignment. Neither party may assign this Agreement or any right under this Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that either party may assign this Agreement to an acquirer of all or substantially all of the business of such party to which this Agreement relates, whether by merger, asset sale or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Agreement, provided, however, that such party shall not be relieved of any obligation under this Agreement and subcontractors shall be bound by this Agreement, including Confidentiality provisions.

12.5 Notices. Except as otherwise permitted in this Agreement, notices under this Agreement shall be in writing and shall be deemed to have been given (a) five (5) business days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by facsimile, provided that a copy of the notice is promptly sent by another means specified in this section, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the first page of this Agreement.

12.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or Service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures, and power failures.

12.7 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.

12.8 Severability. If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force.

12.9 Entire Agreement. This Agreement (including all Schedules) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. This Agreement or Schedules may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.

12.10 Survival. Sections 3, 6, and 8 through 12 of this Agreement shall survive the expiration or termination of this Agreement for any reason.

12.11 Publicity. DocLens may include Customer's name and logo in its customer lists and on its website. Upon signing, DocLens may issue a high-level press release announcing the relationship and the manner in which Customer will use the DocLens Product. DocLens shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of the press release if necessary.

12.12 Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the DocLens Products. Customer agrees that such export control laws govern its use of the Customer Content, DocLens Product and Services under this Agreement, and Customer agrees to comply with all such export laws and

regulations. Customer agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.

12.13 No Third-Party Beneficiaries. This Agreement is an agreement between the parties, and confers no rights upon either party's employees, agents, contractors, partners of customers or upon any other person or entity.

12.14 Independent Contractor. The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel.

12.15 Statistical Information. DocLens may anonymously compile statistical information related to the performance of the DocLens Product for purposes of improving the DocLens Product, provided that such information does not identify Customer's Content or include Customer's name.

12.16 Governing Law. This Agreement shall be governed by the laws of the State of New York, excluding its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.17 Compliance with Laws. DocLens shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the DocLens Products and Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data

12.18 Dispute Resolution. Customer's satisfaction is an important objective to DocLens in performing its obligations under this Agreement. Except with respect to intellectual property rights, if a dispute arises between the parties relating to the interpretation or performance of this Agreement or the grounds for the termination hereof, the parties agree to hold a meeting within fifteen (15) days of written request by either party, attended by individuals with decision-making authority, regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute prior to pursuing other available remedies. If, within 15 days after such a meeting, the parties have not succeeded in resolving the dispute, either party may protect its interests by any lawful means available to it.

12.19 Signatures. This Agreement may be executed in multiple counterparts, each of which when executed will be an original, and all of which, when taken together, will constitute one agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission (including via pdf) will be effective as delivery of a manually executed counterpart.

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SCHEDULE A
DOCLENS PRODUCT AND SERVICES ORDER & PRICE SCHEDULE
<Provided Separately>

SCHEDULE B Support, Maintenance and Other Services

1. Maintenance Services are included in the Access Fee in Exhibit A and entitles Customer to the following: (a) Telephone or electronic support during normal business hours in order to help Customer locate and correct problems with the DocLens Product. (b) Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications. (c) All extensions, enhancements and other changes that DocLens, at its sole discretion, makes or adds to the DocLens Product and which DocLens furnishes, without charge, to all other DocLens Customers. (d) Up to five (5) dedicated contacts designated by Customer in writing that will have access to support services.

2. Response and Resolution Goals: "Business hours" 8am-5pm US CST, Monday thru Friday, except holidays. "Fix" means the repair or replacement of a component or code in the DocLens Product to remedy Problem. "Problem" means a defect in DocLens Product that prevents Upload, Analysis Results from displaying or other functions from operating as expected that significantly degrades the Access or Use of the DocLens Product. "Respond" means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment. "Workaround" means a change in the procedures followed or data supplied by Customer to avoid a Problem without substantially impairing Customer's use of the DocLens Product. DocLens will advise Customer if Workaround or Fix cannot be completed within Resolution Goals.

Problem Severity Response Goals Resolution Goals

1. The production system is creating a significant impact to the Customer's business function preventing that function from being executed. DocLens will Respond within one business day. Upon confirmation of receipt, a DocLens support personnel begins continuous work on the Problem, and a customer resource must be available to assist with problem determination. Customer Support will provide reasonable effort for Workaround or Fix as soon as possible once the Problem is reproducible or once DocLens has identified the defect. DocLens may incorporate Fix in future release of DocLens Product.

2. The Customer's production system or application is moderately affected. There is no workaround currently available, or the workaround is cumbersome to use. DocLens will Respond within 2 business days. Customer Support will provide reasonable effort for Workaround or Fix within 10 business days, once the Problem is reproducible. DocLens may incorporate Fix in a future release of DocLens Product.

3. The production system or application issue is not critical: no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround. DocLens will Respond within 5 business days. Customer Support will provide reasonable effort for

Workaround or Fix within 15 business days, once the Problem is reproducible. DocLens may incorporate Fix in future release of DocLens Product.

4. Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications. DocLens will Respond within 10 business days. Resolution of Problem may appear in future release of DocLens Product.

5. Accessing Support Customer may email Support related questions or report problems at _____.

*** End of Exhibit***

SCHEDULE C SERVICE LEVEL AGREEMENT

The DocLens Product will achieve System Availability (as defined below) of at least 95% during each calendar year of the Subscription Term. "System Availability" means the number of minutes in a year that the key components of the DocLens Product are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) events of Force Majeure, (c) malicious attacks on the system, (d) issues associated with the Customer's computing devices, local area networks or internet service provider connections, or (e) inability to deliver Access to the DocLens Product because of acts or omissions of Customer or any Customer User. DocLens reserves the right to take the DocLens Product offline for scheduled maintenance for which Customer has been provided reasonable notice and DocLens reserves the right to change its maintenance window upon prior notice to Customer. If DocLens fails to meet System Availability in the year, upon written request by Customer within 30 days after the end of the year, DocLens will issue a credit in Customer's next invoice in an amount equal to 1% of the Access Fee for each 1% loss of System Availability below stated SLA, up to a maximum of one month Access Fee for the affected DocLens Product. The remedy stated in this paragraph is Customer's sole and exclusive remedy for interruption of Access or Use of the DocLens Product or DocLens' failure to meet System Availability.

*** End of Exhibit C***