

# COMPU-DATA International, LLC

## Data onDemand™ Cloud Service Agreement

This agreement is made as of the date of the last signature hereto (the “Effective Date”) is by and between Webb County located at 1110 Victoria St. Suite 203 Laredo, Texas 78040 (“COMPANY”) and COMPU-DATA International, LLC located at 14610 Falling Creek Dr. Houston, Texas 77068 (“CDI”) (individually a “Party” and collectively, the “Parties”) (the “Agreement”). This Agreement shall govern one or more separately CDI Proposal and/or Quote and COMPANY purchase orders for Cloud Services executed by the Parties which describe the services to be performed pursuant to the terms of this agreement (the “Cloud Service Agreement”). In the event of any conflict between the terms of any purchase order and this Agreement, the terms of the Agreement shall prevail unless the CDI Proposal and/or Quote expressly states otherwise.

This Agreement shall commence on the Effective Date and shall terminate automatically upon the expiration of a thirty-six-month period following such Effective Date, or upon completion or expiration of the last COMPANY purchase order for Cloud Services under this Agreement.

THIS IS AN AGREEMENT BETWEEN COMPANY (hereinafter “You” or “Your”) AND COMPU-DATA International, LLC (hereinafter “COMPU-DATA” or “Our” or “We” or “Us”) GOVERNING YOUR USE OF Data onDemand™ Content Management Solutions Cloud Software Services and the software products used by You in our Cloud Hosting System. This Agreement consists of the following terms and conditions (hereinafter the “Terms”).

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# COMPU-DATA International, LLC

## Data onDemand™ Cloud Service Agreement

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### 1. Definitions

The following words and phrases have defined meanings:

- **“Affiliate”** means an entity that directly or indirectly Controls, is Controlled by or is under common Control with the subject entity.
- **“User Data”** means information relating to a person using COMPU-DATA Services.
- **“Confidential Information”** means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- **“Customer Data”** or **“Your Data”** means any data provided by Customer that COMPU-DATA processes on behalf of Customer as a Data Processor in the course of providing Services.
- **“Customer Personal Data”** means Customer Data relating to person or entity (where entity’s information receives the same protection as Personal Data under applicable Data Protection Laws and Regulations).
- **“Data Processing Addendum”** (DPA) means the addendum governing the handling of customer data.
- **“Documentation”** means the online user guides, documentation, and help and training materials for the COMPU-DATA Services, as updated from time to time, accessible at [www.cdllac.com](http://www.cdllac.com) or other Websites designated by Us.
- **“Order Form”** means an ordering document or online order or subscription activation specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it Were an original party hereto.
- **“Processing”** means any operation or set of operations which is performed upon Customer Data & Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- **“Services”** means the products and Services that are ordered by You under an Order Form or provided to You free of charge (as applicable) or under a free trial and made available online by Us, including associated offline and mobile components, as described in the Documentation. “Services” exclude Content and Third-party Applications.

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- “**Sub-processor**” means any Processor engaged by COMPU-DATA, by a member of the COMPU-DATA Group or by another Subprocessor.
- “**Terms of Service**” means this document.
- “**COMPU-DATA**” means the COMPU-DATA International, LLC (“COMPU-DATA”), a Delaware Limited Liability Company located at 14610 Falling Creek Dr., Houston, Texas 77068 or an Affiliate of COMPU-DATA, as applicable.

## 2. Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If You do not agree to the Terms, do not use any of our Services.

*You accept these Terms of Service by using our Cloud Services and Products including but not limited to Virtual FileRoom™, DAFCapture Pro™ and DAFConnect®.*

Employees or affiliates of businesses offering Services that directly compete with any of COMPU-DATA’s Services are expressly prohibited from accessing any COMPU-DATA Cloud Services and Product offerings for competitive research or related activities.

## 3. Services

### 3.1 Beta Services

We may offer certain Services as closed or open beta Services (“Beta Service” or “Beta Services”) for the purpose of testing and evaluation. You agree that We have the sole authority and discretion to determine the period for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial Services. You will be under no obligation to acquire a subscription to use any paid Service as a result of Your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to You. You agree that COMPU-DATA will not be liable to You or any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

### 3.2 Paid User and Storage Subscriptions

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Unless otherwise specified (i) Services are purchased as User and storage subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the pricing specified in our current list price, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services. Additional storage subscriptions may be added during the subscription term at the pricing specified in our current list price, prorated for the remainder of the subscription term in effect at the time. Automatic additional storage subscriptions will become effective when your storage subscription is exceeded. Automatic additional storage subscriptions will be added during the subscription term at the pricing specified in our current list price, prorated for the remainder of the subscription term in effect at the time.

### 3.3 Free Editions

We may offer free Services. Use of Free Services is subject to the terms and conditions of this Agreement. Please note that Free Services are provided to You without charge up to certain limits based on project details. Usage over these limits requires Your purchase of additional resources or Services. You agree that COMPU-DATA, in its sole discretion, may terminate Your access to the Free Services or any part thereof.

## 4. Restrictions on Use

You shall not engage in or permit any unacceptable use of the Services, which include (a) dissemination or transmission (or establishment of links within our offered services therefor) of material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (b) dissemination or transmission of files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person; (c) interference, disruption or attempt to gain unauthorized access to other accounts using this service or any other computer network; (d) dissemination or transmission of viruses, Trojan horses or any other malicious code or program; or (e) engaging in any other activity reasonably considered by COMPU-DATA to conflict with the spirit and intent of this Agreement and the Services through this agreement.

Additionally, and in Summary, You Shall Not:

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1. Transfer or otherwise make available to any third party the Services
2. Provide any Service based on the Services without prior written permission
3. Post links to third party sites or use their logo, company name, etc.
4. Use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another.
5. Use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email.

We reserve the right to terminate Your access to the Services if there are reasonable grounds to believe that You have used the Services for any illegal or unauthorized activity.

## 5. Obligations of User

### 5.1 Prerequisites

You are responsible for obtaining access to the Internet and the respective equipment necessary to use the Services.

### 5.2 Sign up Obligations

You agree to:

1. Provide true, accurate, current and complete information about the users of the system.
2. Maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete.

If You provide any information that is untrue, inaccurate, outdated, or incomplete, or if COMPU-DATA has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, COMPU-DATA may terminate Your subscription and refuse current or future use of any or all of the Services.

### 5.3 Transmitted Content

You agree to be solely responsible for the contents of Your transmissions through the Services.

### 5.4 Use of Extensions

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When You enable a COMPU-DATA extension that copies, modifies or displays Your data, when it can be reasonably inferred by You that this extension requires COMPU-DATA to access, copy, distribute, store, transmit, or reformat Your data in order to perform the function enabled by the extension, You grant COMPU-DATA rights to do so in order to provide You with the added functionality.

When You enable a COMPU-DATA extension that connects to a third-party application or Service, You acknowledge that You agree to the third party's terms of service, and grant COMPU-DATA permission to access, copy, reformat, transmit, and to make available to the third party in question, any data required by said third party to render Services to You. You further indemnify COMPU-DATA of any liability associated with the third-party's access to and use of data provided to it on Your behalf.

### 5.5 Privacy Policy

User Data You provide to COMPU-DATA through the Service is governed by COMPU-DATA Privacy Policy. Your election to use the Service indicates Your acceptance of the terms of the COMPU-DATA [Privacy Policy](#)

### 5.6 Secure use

You are responsible for the secure use of the Services. This includes securing Your account authentication credentials, protecting the security of Your data when in transit to and from the Services and taking any appropriate steps to securely encrypt or export any of Your data uploaded to the Services. You are additionally responsible for ensuring that You do not accidentally make any private content publicly available.

COMPU-DATA strongly recommends You use COMPU-DATA's advanced security (Circle of Trust) encryption (which is solely Your decision) to protect against unauthorized access to documents, information and data stored on the System, in particular with respect to documents that contain information and data that may be subject to federal, state or foreign laws, regulations, rules or pronouncements relating to maintenance and protection of the privacy of such information and data, including, without limitation, any such data or information that may be considered as "personal information" or "personally identifiable information" (or any variant thereof) or "protected health information" (or any variant thereof).

You agree to use commercially reasonable efforts such as the data encryption option (Circle of Trust) offered by COMPU-DATA to prevent unauthorized access to or use of Services and notify us promptly of any such unauthorized access or use.

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### 5.7 Legality of data

You shall be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your data.

### 5.8 Compliance with local laws

You agree to use Services only in accordance with the documentation and applicable laws and government regulations.

### 5.9 Other Users compliance

If You are agreeing on behalf of Your business, You will be responsible for the compliance of other users on the account with this agreement.

If any users on Your subscription violate the terms of this agreement, COMPU-DATA may terminate Your subscription and refuse the current or future use of any or all of the Services to You and Your business.

## 6. Obligations of COMPU-DATA

### 6.1 Security

COMPU-DATA will maintain administrative and technical safeguards for the protection of the security, confidentiality, and integrity of Your Data. Those safeguards will include, but are not limited to measures for preventing access, use, modification or disclosure of Your data by our personnel, except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with the “Confidentiality: Compelled Disclosure” section below, or (c) as expressly permitted in writing by You.

### 6.2 Privacy of User Data

COMPU-DATA commits to safeguarding the personal information relating to the individual users of the service and agrees to the terms defined in the Privacy Policy.

### 6.3 Privacy of Customer Data and Personal Data

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Where Your use of Services includes the processing of Customer Personal Data as described in the DPA, the terms of the data processing addendum (“DPA”) shall apply to such processing (contact COMPU-DATA to sign DPA), and shall be incorporated into this Agreement from the date that You sign the DPA in accordance with the instructions therein.

### 6.4 Availability

We will use commercially reasonable efforts to make the online purchased Services available 24 hours a day, 7 days a Week, except for: (i) planned downtime (of which We shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Infrastructure or Internet service provider failure or delay, Non-COMPU-DATA Application, or denial of service attack.

### 6.5 Security Breach.

COMPU-DATA uses commercially reasonable technical, procedural and electronic systems to ensure the security and safety of its System, but there can be no assurance that the System will not be subject to unauthorized access by persons over which COMPU-DATA has no control (for example, hackers). COMPU-DATA strongly recommends You use COMPU-DATA’s advanced security (Circle of Trust) encryption (which is solely Your decision) to protect against unauthorized access to documents, information and data stored on the System, in particular with respect to documents that contain information and data that may be subject to federal, state or foreign laws, regulations, rules or pronouncements relating to maintenance and protection of the privacy of such information and data, including, without limitation, any such data or information that may be considered as “personal information” or “personally identifiable information” (or any variant thereof) or “protected health information” (or any variant thereof). Because COMPU-DATA will not have direct control or knowledge as to the contents of documents and data and information that may be stored on the System by You, COMPU-DATA’s only obligation in the event of any unauthorized access to the System that may be considered a security breach under applicable law, regulation, rule or pronouncement will be to notify You as soon as reasonably possible after COMPU-DATA becomes or is made aware of any such access, which notice will include reasonable summary of the event or occurrence, including the date(s) thereof and, if known, the person(s) responsible for such access. You hereby agrees to indemnify and protect COMPU-DATA from and against any liability relating to any noncompliance with the foregoing requirements (other than as directly related to the requirement above that COMPU-DATA provide You with notice of any such unauthorized access).

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### 7. Fees, Payments, Cancellations, & Refunds

#### 7.1 Automatic renewal & Fee revision

At the end of each COMPU-DATA Cloud subscription period, subscriptions are automatically renewed, and payment is processed using the payment method previously used. We reserve the right to modify subscription fees and to charge for the use of Services that are currently available free of charge.

#### 7.2 Fees are non-refundable

You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage, and (ii) payment obligations are non-cancelable, paid in advance and fees paid are non-refundable.

#### 7.3 Invoicing and Payment Details

Fees will be invoiced monthly/annually in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

#### 7.4 Payment by credit card or PayPal

If You are paying by credit card or PayPal, You authorize us to charge Your credit card or bank account or PayPal account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of Your payment information to such third party.

#### 7.5 Refunds

For payments made for past periods, refunds will not be issued. Payments towards migration Services, kickstart Services, training service fees are non-refundable after the service has started.

#### 7.6 Payment Retries and Account Suspension

If payment is not received within the payment terms, COMPU-DATA will put the account in the suspended state, for the next 15 days. To re-activate Your account, You can simply pay the

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outstanding invoice(s). If Your account has not been activated within 75 days of suspension, Your instance will be deleted. An archive will be available for another 30 days.

### 7.7 Cancellations

You can discontinue this subscription at any time through the aforementioned Billing section. Cancellations that are made prior to the end of any contract period will stop the automatic renewal of Your COMPU-DATA Cloud contract at the end of the existing contract period. Your account will remain active until the end of the contract period that has already been paid for. You continue to be charged for the Service until the end of the agreed to contract period.

### 7.8 Payment Disputes

COMPU-DATA will review and respond to payment disputes submitted to ar@cdlac.com address. However, We will not exercise our rights under the “Payment Retries and Account Suspension” section above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

### 7.9 Sales Tax

All fees are exclusive of taxes, which We will charge as applicable. You agree to pay any taxes applicable to Your use of the subscription service and other Services.

### 7.10 Future Functionality

You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

## 8. Subscription Term, Termination, & Suspension

### 8.1 Term and Renewal

Your initial subscription period will be specified in Your Order, and Your subscription will automatically renew each year at the beginning of the contract date. To prevent a renewal of the subscription, You must cancel the subscription. If You add products during the Subscription Term, the fees for these additional products will be prorated and they will renew along with Your subscription unless otherwise indicated in Your Order.

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### 8.2 Suspension and Termination of Paid Accounts

We may suspend Your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to adm@cdlac.com within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate Your user account on Your request. In addition, We reserve the right to terminate Your user account and deny the Services upon reasonable belief that You have violated the Terms and to terminate Your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. Termination of user account will include denial of access to all Services, deletion of information in Your user account such as Your e-mail address and password and deletion of all data in Your user account.

### 8.3 Suspension and Termination of Free Services

We may suspend, limit, or terminate Free Services that we provide at any time without notice.

## 9. Data Ownership

### 9.1 Data Ownership

We respect Your right to ownership of content and data created or stored by You. You own the content created or stored by You. Unless specifically permitted by You, Your use of the Services does not grant COMPU-DATA or any of its partners the license to use, reproduce, adapt, modify, publish or distribute the content created by You or stored in Your user account for COMPU-DATA's commercial, marketing or any similar purpose. But You grant COMPU-DATA permission to access, copy, store, reformat, the content of Your user account solely as required for the purpose of providing the Services to You.

### 9.2 Sample files and Applications

COMPU-DATA may provide sample data and files for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. COMPU-DATA makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

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### 10. Communications from COMPU-DATA

The Service may include certain communications from COMPU-DATA, such as service announcements, administrative messages, and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide You total privacy, We also provide You the option of opting out from receiving newsletters from us. However, You will not be able to opt-out from receiving service announcements and administrative messages.

### 11. Confidentiality

#### 11.1 Confidential Information

Your Confidential Information includes Your Data; Our Confidential Information includes our Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

#### 11.2 Protection of Confidential Information

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

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### **11.3 Compelled Disclosure**

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

## **12. Customer Data Storage and Deletion Policy**

With respect to Customer Data, DPA which is hereby incorporated by reference shall apply and the parties agree to comply with terms defined in DPA. For the avoidance of doubt, COMPU-DATA is a Data Processor, which process the data on behalf of the Customer ("Data Controller").

### **12.1 Paid Accounts**

Data in Paid Accounts that are canceled or with payment overdue are handled as follows: If for any reason We are unable to successfully bill Your preferred payment method, We reserve the right to suspend access to Your account within 15 days of the failed billing attempt, and to delete Your account,

## **13. Referral Programs**

COMPU-DATA may make available, at its discretion, participation in referral programs that reward participants for referring clients to COMPU-DATA. By participating in these programs, You agree to keep confidential all program related materials, terms, details, and agreements, except where expressly granted by COMPU-DATA. Additionally, any referral links provided by COMPU-DATA for the purposes of this program may not be passed through any tools that shorten, modify, or track links in any way. Links may additionally not be transferred, sold, or made available to the general public unless expressly permitted by COMPU-DATA. If users are found to have engaged in behavior that violates these terms, COMPU-DATA may rescind access to the referral program, and revoke all rewards earned through the program.

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### 14. Modification of Terms of Service

We may modify the Terms upon notice to You at any time. You will be provided notice of any such modification by electronic mail or by publishing the changes on the Website terms-of-service. You may terminate Your use of the Services if the Terms are modified in a manner that substantially affects Your rights in connection with the use of the Services. Your continued use of the Service after notice of any change to the Terms will be deemed to be Your agreement to the amended Terms.

### 15. Trademark

COMPU-DATA, COMPU-DATA logo, Data onDemand™, Data onDemand logo, Virtual FileRoom™ Virtual FileRoom logo, DigitalAsset Finder™, DAFCapture Pro™, DAFConnect® and DAFConnect logo and DigitalAsset Finder logo are trademarks of COMPU-DATA International, LLC including but not limited to those identified in COMPU-DATA's [Legal Notice page](#). You agree not to display or use, in any manner, the COMPU-DATA trademarks, without COMPU-DATA's prior consent.

Other products and company names mentioned and used in our services may be trademarks of their respective owners.

### 16. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. COMPU-DATA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPU-DATA MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS-FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE

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SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM COMPU-DATA, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS

### **17. Limitation of Liability**

#### **17.1 Limits to Liability**

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPU-DATA AND ITS AFFILIATES TO YOU AND YOUR AFFILIATES IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE

#### **17.2 Exclusion of Consequential and Related Damages**

YOU AGREE THAT COMPU-DATA SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF COMPU-DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

### **18. Indemnification**

You agree to indemnify and hold harmless COMPU-DATA, its officers, directors, employees, suppliers, and affiliates, from and against any losses, damages, fines and expenses (including attorney's fees and costs) arising out of or relating to any claims that You have used the Services in violation of another party's rights, in violation of any law, in violations of any provisions of

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the Terms, or any other claim related to Your use of the Services, except where such use is authorized by COMPU-DATA.

### 19. Governing Law, Jurisdiction, Arbitration, and Notices

#### 19.1 Governing Law and Jurisdiction

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Texas, U.S.A. The parties agree that Houston, Texas in the U.S.A. will be the venue of any dispute and will have jurisdiction over all parties.

#### 19.2 Arbitration

If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by any recognized Arbitration Association under its Commercial Mediation, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### 19.3 Manner of Giving Notice.

All notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant administrators designated by You.

Notices should be sent to:

Email:

Billing Queries: [ar@cdlac.com](mailto:ar@cdlac.com)

General Counsel: [adm@cdlac.com](mailto:adm@cdlac.com)

To reach by mail:

COMPU-DATA International, LLC 14610 Falling Creek Dr., Houston, Texas, 77068 U.S.A.

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### **20. End of Terms of Service**

Contact us for any questions pertaining to this agreement. You may reach us at [adm@cdlac.com](mailto:adm@cdlac.com)

### **21. U. S. Export Restrictions**

You acknowledge and agree that the software programs of CDI and related technical information to be provided to You for performance of the Services are subject to export controls under the U.S. Export Administration regulations. You will (i) comply strictly with all legal requirements established under these controls, (ii) cooperate fully with CDI in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to Cuba, Iran, Iraq, Libya, North Korea or any country that is currently embargoed by Executive Order, unless You has obtained the prior written authorization of the U.S. Commerce Department.

### **22. Severability**

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

### **23. Section Headings**

Section headings have been included in this Agreement merely for convenience or reference. They are not to be considered part of, or to be used in interpreting, this Agreement.

### **24. Entire Agreement**

# COMPU-DATA International, LLC

## Data onDemand™ Cloud Service Agreement

This Agreement and associated Statements of Work constitute the complete and entire statement of all conditions and representations of the agreement between COMPU-DATA and You with respect to its subject matter and supersedes all prior writings or understandings.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

COMPU-DATA International, LLC

COMPANY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_