

## AODOCS TERMS OF SERVICE

THESE AODOCS TERMS OF SERVICE (this “**Agreement**”) is entered into as of \_\_, 2018 (the “**Effective Date**”), by and between Altirnao, Inc. (“**Altirnao**”), having its principal place of business at 369 Sutter Street, San Francisco CA 94108, and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ (“**Licensee**”).

### RECITALS

**WHEREAS**, Altirnao has developed a document management service for Google Apps (the “**Service**”) which it makes available to its customers; and

**WHEREAS**, Licensee wishes to obtain a non-exclusive license to access use the Service, and Altirnao is willing to grant such non-exclusive license to Licensee on the terms set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the premises and the mutual promises hereinafter set forth, the parties hereto agree as follows:

1. Scope of Agreement.

(a) Service. This Agreement sets forth the terms and conditions under which Licensee access and use the Service.

(b) Order Forms. The subscription term for the service, the number of Users to which Licensee may grant access to the Service, and the applicable licensing fees will be specified in one or more order forms (each, an “**Order Form**”) which are executed by the parties pursuant to this Agreement. Each Order Form will be governed by the terms of this Agreement. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms of any Order Form, the terms and conditions of this Agreement shall govern, and the conflicting or inconsistent provision in the Order Form will have no force or effect unless expressly stated otherwise in the Order Form. The initial Order Form is attached to this Agreement as Exhibit A.

2. Service.

(a) License Grant. Subject to Licensee’s compliance with the terms and conditions of this Agreement and the Google Apps for Business (Online) Agreement (available at: [http://www.google.com/apps/intl/en/terms/premier\\_terms.html](http://www.google.com/apps/intl/en/terms/premier_terms.html)), including, without limitation, Licensee’s payment of all applicable fees, Altirnao hereby grants Licensee a limited, revocable, non-transferable (except as may otherwise be provided herein), non-sublicensable, non-exclusive license to access and use the Service, solely for Licensee’s own internal business use and solely for the number of users set forth on the applicable Order Form.

(b) Service Access and Users. Licensee’s license to access and use the Service applies only to Licensee and the end users (“**Users**”) to whom Licensee grants access. Licensee will specify the email address of a Google Apps account, which will be granted access to the Service and serve as Licensee’s account (the “**Account**”). Licensee is solely responsible for granting the Service access to Licensee’s Google Apps files and revoking such access when Licensee ceases use of the Service. Licensee is responsible for maintaining the confidentiality of Licensee’s Account password. Licensee agrees not to share its Account password with anyone other than Users, let anyone else access its Account password or do anything else that might jeopardize the security of its Account password. Licensee agrees to notify Altirnao if Licensee’s password is lost, stolen or disclosed to an unauthorized third party, if there is any unauthorized use of its password or Account, or if Licensee learns of any other breach of security in relation to the Service. Licensee is solely responsible for any and all activities that occur through the use

of Licensee's Account. Licensee is at all times fully responsible and liable for all acts and omissions by Users and Licensee agrees to indemnify Altirnao for all claims and losses related to any such acts and/or omissions.

(c) Restrictions. Licensee may not, and will not permit, induce or encourage any third party (including, without limitation, any User) to: (i) decompile, reverse engineer, disassemble or otherwise attempt to reconstruct or discover the source code, underlying ideas or algorithms of any components of the Service; (ii) copy, alter, modify, translate, adapt in any way, or prepare any derivative work based upon the Service; (iii) rent, lease, network, loan, pledge, encumber, sublicense, sell, distribute, disclose, assign or otherwise transfer rights in or to the Service; (iv) use the Service in commercial timesharing, rental or other sharing arrangements; (v) remove any proprietary notices from the Service or any related documentation or other materials furnished or made available hereunder; (vi) process or store any content on or through the Service that is subject to the International Traffic in Arms Regulations maintained by the US Department of State; or (vii) if Licensee is (or becomes) a Covered Entity or Business Associate, as defined in the Health Insurance Portability and Accountability Act ("HIPAA"), use the Service for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless Licensee has received prior written consent to such use from both Google and Altirnao. In addition, Licensee agrees to comply with all applicable local, state, national, and international laws, rules and regulations applicable to Licensee's use of the Service. Licensee understands that Google may suspend Licensee's Google Apps account if: (a) Licensee's use of Google Apps is in violation of Google's Acceptable Use Policy, which could disrupt: (i) Google Apps; (ii) other users' use of Google Apps; or (iii) the Google network or servers used to provide Google Apps services; or (b) there is unauthorized third party access to Google Apps..

(d) Proprietary Rights. Altirnao or its licensors retain all right, title and interest in and to the Service and related documentation and materials, including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights embodied in, or otherwise applicable to the Service, whether such rights are registered or unregistered, and wherever in the world those rights may exist ("**Altirnao Rights**"). Licensee shall not commit any act or omission, or permit or induce any third party to commit any act or omission inconsistent with the Altirnao Rights. All materials embodied in, or comprising the Service, including, but not limited to, graphics, user and visual interfaces, images, code, applications, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Service and its content, and the trademarks, service marks, proprietary logos and other distinctive brand features found in the Service ("**Altirnao Marks**"), are all owned by Altirnao or its licensors. Licensee is expressly prohibited from using the Altirnao Marks except as provided herein or as agreed to the parties in writing. Title to the Service shall not pass from Altirnao to Licensee, and the Service shall at all times remain the sole and exclusive property of Altirnao. There are no implied rights or licenses in this Agreement. All Altirnao Rights are expressly reserved by Altirnao and/or its licensors, as applicable.

### 3. Licensee Responsibilities and Content.

(a) Licensee Responsibilities. Licensee is responsible for obtaining, configuring and maintaining all computer hardware, software and communications equipment needed to access and use the Service, and for provisioning, configuring, securing and paying all third-party services (e.g., ISP, telecommunications, Google App Engine account, etc.) required to use the Service. Licensee is responsible for the accuracy, quality and legality of Licensee data and documents. Licensee acknowledges and agrees: (1) that Licensee is responsible for its employees, agents and contractors abiding by all local, state, national, and international laws and regulations applicable to Licensee's and its Users' use of the Service; (2) not to use the Service for illegal purposes; and (3) not to interfere or disrupt networks connected to the Service. Licensee shall be solely responsible for its actions and the actions of its employees, agents and contractors and other Users. Licensee shall not (a) sell, resell, rent or lease the Service, (b) use the Service to store or transmit infringing, libelous, otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (c) use the Service to store or transmit malicious code, or (d) interfere with or disrupt the integrity or performance of the Service or any third party documents or data contained therein. Licensee is solely responsible contracting for applicable accounts with Google Inc. and for

maintaining backups of Licensee's content thereon as recommended in the Service documentation. Licensee shall comply with the relevant policies all applicable service provider (including, but not limited to the Google App Engine terms of service (available at: <https://developers.google.com/appengine/terms>). Licensee will indemnify, defend, and hold Altirnao harmless from and against any damages, expenses and costs arising from or relating to Licensee's failure to comply with the relevant policies of any applicable service provider.

(b) Licensee Content. As between Licensee and Altirnao, Licensee retains all right, title and interest in any and all data, files, attachments, text, images, personally identifiable information, and other content that Licensee and Licensee's Users upload or submit to the Service (collectively, "**Licensee Content**"). Licensee may not upload, post or otherwise make available through the Service any material protected by copyright, trademark, or any other proprietary right without first having obtained all rights, permissions and consents necessary (a) to make the Licensee Content available on or through the Service, and (b) to grant Altirnao the limited rights to use Licensee Content set forth in this Agreement. The burden of determining whether any Licensee Content is protected by any such right is on Licensee.

(c) Altirnao's Use of Licensee Content. Licensee agrees that Altirnao may use the Licensee Content to provide the Service and its features to Licensee and Licensee's Users, including by making the Licensee Content available for viewing, download and modification by permitted users. Licensee hereby grants Altirnao a non-exclusive, royalty-free, worldwide license (including the right to sublicense through multiple tiers to applicable service providers as necessary to provide the Service) to access, use, reproduce, distribute, store, transmit, modify, adapt, reformat, display, and create derivative works of the Licensee Content, solely as required for the purpose of providing the Service to Licensee and Licensee's Users.

#### 4. Term & Termination.

(a) Term. The term of this Agreement will begin on the Effective Date and, unless it is earlier terminated, will continue for the license term specified on the applicable Order Form (the "**Initial Period**"). Upon the expiration of the Initial Period this Agreement will automatically renew for subsequent one year periods (each a "**Renewal Period**" and together with the Initial Term, the "**Term**") unless either party provides written notice to the other party at least thirty (30) days prior to the expiration of the Initial Period or the then-current Renewal Period

(b) Termination. Either party may terminate this Agreement, effective immediately without further notice, in the event that the other party materially breaches this agreement and does not remedy such breach within thirty (30) calendar days of the date on which the breaching party receives written notice of such breach. Either party may, but is under no obligation to, terminate this Agreement immediately by giving written notice to the other party in the event that the other party files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if the other party discontinues or dissolves its business or if a receiver is appointed for the other party or for such party's business and such receiver is not discharged within 60 days.

(c) Effects of Termination. Upon the termination of this Agreement for any reason: (i) Licensee shall cease use of the Service immediately; (ii) Altirnao's obligations to perform the Support Services shall immediately terminate; (iii) Licensee shall pay to Altirnao the full amount of any outstanding fees due hereunder within thirty (30) days of termination; and (iv) within ten (10) calendar days of such termination, each party shall destroy or return all confidential and/or Confidential Information (as defined in Section 10) of the other party in its possession, and will not make or retain any copies of such information in any form, except that the receiving party of such Confidential Information may retain one (1) archival copy of such information solely for purposes of ensuring compliance with this Agreement. Notwithstanding the foregoing, the following terms shall survive the termination of this Agreement, together with any other terms which by their nature are intended to survive such termination: Sections 2(b) (Delivery and Acceptance) (last sentence only), 2(c) (Restrictions), 2(d) (Proprietary Rights), 3 (Licensee Responsibilities), 4(c) (Effects of Termination), 6(c) (Disclaimer of Warranties), 7 (Indemnification), 8

(Limitation of Liability), 10 (Confidentiality) 11 (Governing Law & Jurisdiction), 12 (Notices), and 13 (General Provisions).

(d) Suspension. Altirnao reserves the right to suspend or terminate Licensee's access to the Service with or without notice if Altirnao reasonably determines that: (a) there is a threat or attack on the Service (including a denial of service attack) or other event that may create a risk to the Service, Altirnao, Licensee, or any user of the Service; (b) Licensee's or its users' use of the Service or Licensee Content disrupts or poses a security risk to the Service or any user of the Service, may harm Altirnao's systems, or may subject Altirnao or any third party to liability; (c) Licensee or any User is using the Service for fraudulent or illegal activities; (d) subject to applicable law, Licensee has ceased to continue Licensee's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; (e) Licensee or any User is using the Service or other Altirnao property in breach of this Agreement; or (f) Licensee is in default of its payment obligations hereunder (collectively, "**Service Suspensions**"). Altirnao will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Licensee, and to provide updates regarding resumption of Licensee's access to the Service following any Service Suspension.

#### 5. Fees & Payment Terms.

(a) License Fees. The fee(s) specified on the Order Form are due and payable on the Effective Date. Recurring fees shall be paid in advance on a monthly, quarterly or annual basis as set forth in the applicable Order Form. Any non-recurring license fees shall be payable on the dates set forth in the applicable Order Form. Unless otherwise expressly agreed by Altirnao and specified in the applicable Order Form, all fees are payable in the currency of the United States of America. All fees are exclusive of all taxes, levies or duties, and Licensee will be responsible for payment of such taxes, levies or duties, excluding only U.S. taxes based solely upon Altirnao's net income. All invoices are payable net thirty (30) days after the due date. Without limiting any other remedies, payments received later than thirty (30) days after the invoice due date will accrue late charges at a rate of one percent (1.5%) per month, or the maximum rate allowed under law. Except as otherwise mutually agreed upon by the parties in writing, each party is responsible for its own expenses under this Agreement. All fees payable under this Agreement are non-refundable. Altirnao will issue an invoice for the fees due hereunder.

(b) Changes to Fees. Altirnao may change its fees and payment terms at its discretion; provided however, that such changes will not take effect for Licensee until the start of the next Renewal Period ("**Fee Modifications**"). In no event shall any Fee Modifications increase the fees due hereunder or in any Renewal Period on an annual basis by more than ten percent (10%) of the total fees paid by Licensee during the preceding full calendar year or preceding applicable twelve month period. Altirnao will provide written notice to Licensee of any changes to fees, including through notices sent to Licensee's e-mail address.

#### 6. Warranties; Availability and Disclaimer of Warranties.

(a) General Representations and Warranties. Each party represents and warrants to the other party that: (i) it has the full power and authority to enter into this Agreement and to carry out its obligations under this Agreement; and (ii) it has complied, and will in the future comply, with all applicable laws, rules and regulations in connection with the execution, delivery and performance of this Agreement.

(b) Availability. Subject to the terms and conditions of this Agreement, Altirnao will use commercially reasonable efforts to make the Service available with minimal downtime 24 hours a day, 7 days a week; provided, however, that the following are excepted from availability commitments: (a) planned downtime (with regard to which Altirnao will use commercially reasonable efforts to provide at least 24 hours advance notice); or (b) any unavailability caused by circumstances beyond Altirnao's reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor

problems, Internet service provider failures or delays, or the unavailability or modification of third party services. Certain enhancements to the Service made generally available at no cost to all subscribing customers during the Initial Period or applicable Renewal Period will be made available to Licensee at no additional charge. However, the availability of some new enhancements to the Service may require the payment of additional fees, and Altirnao will determine at its sole discretion whether access to any other such new enhancements will require an additional fee. The terms of this Agreement will apply to, and the Service includes, any enhancements, updates, upgrades and new modules to the Service subsequently provided by Altirnao to Licensee..

(c) Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT: (I) THE SERVICE IS PROVIDED TO LICENSEE ON AN “AS IS” BASIS, WITH ANY AND ALL FAULTS, AND WITHOUT ANY WARRANTY OF ANY KIND; AND (II) ALTIRNAO, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS, EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ALTIRNAO DOES NOT WARRANT THAT THE SERVICE WILL MEET LICENSEE’S REQUIREMENTS, OR THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. LICENSEE EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE OF THE SERVICE AND ALL RESULTS OF SUCH USE IS SOLELY AT LICENSEE’S OWN RISK. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ALTIRNAO OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE WARRANTIES PROVIDED HEREIN. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION AND/OR LIMITATION OF IMPLIED WARRANTIES OR CONDITIONS, OR ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO LICENSEE. IN SUCH EVENT, ALTIRNAO’S WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

## 7. Indemnification.

(a) By Licensee. Licensee shall, at its expense indemnify, defend and hold Altirnao harmless from and against any third party claims to the extent such claims allege: (i) that Licensee Content or its use by Altirnao in the provision of the Service infringes or misappropriates any third-party’s intellectual property rights; or (ii) Licensee’s wilful misconduct, fraud, misrepresentation, or violation of law.

(b) By Altirnao. Altirnao shall, at its expense, defend Licensee from third party claims brought against Licensee, and shall pay or reimburse Licensee for all damages, costs and expenses payable by Licensee to such third party to the extent they are awarded in a final judgment or agreed to in a settlement, as a result of any third party claims against Licensee alleging that the Service infringes or misappropriates any U.S. patent issued prior to the Effective Date, copyright, or trade secret; provided that Licensee: (1) promptly notifies Altirnao in writing of the claim; (2) grants Altirnao sole control of the defense and settlement of the claim; and (3) provides Altirnao, at Altirnao’s expense, with all assistance, information and authority reasonably required for the defense and settlement of the claim.

(c) Exceptions. Altirnao’s above indemnity obligations do not apply to (1) any use of the Service beyond the scope of license granted herein, (2) any modification or derivative works of the Service made by or for Licensee, (3) use of a superseded infringing version of the Service (or component thereof) by Licensee after release of a non-infringing version by Altirnao, or (4) any use or combination of the Service with any technology, software

or hardware not supplied by Altirnao, if such alleged infringement would be avoided by use of the Service without such technology, software or hardware.

(d) Mitigation. If a claim of infringement occurs that is subject to Section 7(a) and not subject to the exceptions in Section 7(c), or if Altirnao determines that a claim is likely to occur, Altirnao may, in Altirnao's sole discretion: (1) procure for Licensee the right or license to continue to use the Service, free of the infringement claim; or (2) replace or modify the Service, to make it non-infringing provided that the replacement Service substantially conforms to Altirnao's then-current specification for the Service. If these remedies are not reasonably available in Altirnao's opinion, Altirnao may elect to terminate this Agreement, in which case Licensee shall be entitled a pro rata refund of license fees already paid to Altirnao for the then-current Initial Period or Renewal Period, as applicable. If Altirnao elects any option under this Section 7(d), such remedy shall be Licensee's sole and exclusive remedy for any claim of intellectual property rights infringement.

(e) Exclusive Remedy. Sections 7(a) through 7(d) state the sole and exclusive obligations and liability of Altirnao for any intellectual property rights infringement and are in lieu of any warranties of non-infringement, all of which are disclaimed.

## 8. Limitation of Liability.

(a) Limitation of Liability. EXCEPT FOR BREACHES OF SECTION 10 OR SECTION 2(d), IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR RELIANCE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST DATA, LOSS OF USE AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SERVICE, REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED AND EVEN IF SUCH PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF, OR COULD REASONABLY HAVE PREVENTED, SUCH DAMAGES.

(b) Limitation of Damages. EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS OR FOR BREACHES OF SECTION 10 OR SECTION 2(d), EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT OR THE SERVICE, WILL NOT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY LICENSEE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. LICENSEE AGREES THAT ALTIRNAO'S SUPPLIERS AND LICENSORS WILL HAVE NO LIABILITY OF ANY KIND UNDER OR AS A RESULT OF THIS AGREEMENT. IN THE CASE OF ALTIRNAO'S INDEMNIFICATION OBLIGATIONS, ALTIRNAO'S CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

(c) Failure of Essential Purpose. THE PARTIES AGREE THAT THESE LIMITATIONS SHALL APPLY EVEN IF THIS AGREEMENT OR ANY LIMITED REMEDY SPECIFIED HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(d) Jurisdictional Issues. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. IN SUCH EVENT, LIABILITY FOR SUCH DAMAGES WITH RESPECT TO THE SERVICE WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW IN SUCH JURISDICTION.

(e) Allocation of Risk. The sections of this Agreement that address indemnification, limitation of liability and the disclaimer of warranties allocate the risk between the parties. This allocation of risk is an essential element of the basis of the bargain between the parties.

9. Export. The Service may include technology or software that is subject to the customs and export control laws and regulations of the United States and every country in which the Service is provided. Licensee may not use or otherwise export or re-export the Service except as authorized by U.S. law and the laws of the jurisdiction in which the Service was obtained. By using the Service, Licensee represents and warrants that (i) Licensee is not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country; and (ii) Licensee is not on any U.S. government list of prohibited or restricted parties.

10. Confidentiality.

(a) Confidential Information. “Confidential Information” means all non-public information disclosed in written, oral or visual form by either party to the other. Confidential Information may include, but is not limited to, services, pricing information, computer programs, source code, names and expertise of employees and consultants, know-how, and other technical, business, financial and product development information. “Confidential Information” does not include any information that the receiving party can demonstrate by its written records (1) was rightfully known to it without obligation of confidentiality prior to its disclosure hereunder by the disclosing party; (2) is or becomes publicly known through no wrongful act of the receiving party; (3) has been rightfully received without obligation of confidentiality from a third party authorized to make such a disclosure; or (4) is independently developed by the receiving party without reference to confidential information disclosed hereunder.

(b) Obligation of Confidentiality. Neither party will use any Confidential Information of the other party except as expressly permitted by this Agreement or as expressly authorized in writing by the disclosing party. The receiving party shall use the same degree of care to protect the disclosing party’s Confidential Information as it uses to protect its own Confidential Information of like nature, but in no circumstances less than a reasonable standard of care. The receiving party may not disclose the disclosing party’s Confidential Information to any person or entity other than to those of its employees and contractors who: (i) are subject to a written agreement with the receiving party that includes use and confidentiality restrictions that are at least as protective as those set forth in this Agreement, and (ii) need access to such Confidential Information solely for the purpose of fulfilling the receiving party’s obligations or exercising the receiving party’s rights hereunder. The foregoing obligations will not restrict the receiving party from disclosing Confidential Information of the disclosing party: (1) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the receiving party required to make such a disclosure gives reasonable notice to the disclosing party prior to such disclosure; and (2) on a confidential basis to its legal and financial advisors.

11. Governing Law & Jurisdiction. This Agreement will be construed and interpreted in all respects in accordance with the laws of the state of California, without reference to its choice of law rules. Notwithstanding anything in this Agreement to the contrary, either party may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened misappropriation or infringement of its intellectual property rights or those of its licensors, and each party hereby submits to the jurisdiction of such courts and waives any objection thereto on the basis of improper venue, inconvenience of the forum or any other grounds. Licensee agrees that any breach of the license restrictions or other infringement or misappropriation of the intellectual property rights of Altirnao or its licensors may result in immediate and irreparable damage to Altirnao for which there is no adequate remedy at law. The United Nations Convention on Contracts for the International Sale of Goods in its entirety is expressly excluded from this Agreement. Furthermore, this Agreement will not be governed or interpreted in any way by referring to any law based on the Uniform Computer Information Transactions Act (UCITA) or any other act derived from or related to UCITA.

12. Notices. All notices permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, e-mail, or by certified or registered mail, return receipt requested, and shall be deemed given

upon personal delivery, five (5) business days after deposit in the U.S. mail, or upon confirmation of transmission if sent by e-mail. Mailed notices shall be sent to the addresses set forth on the first page of this Agreement. Licensee also consents to receive communications from Altirnao electronically by e-mail. Licensee agrees that all agreements, notices, disclosures, and other communications that Altirnao provides to Licensee electronically satisfy any legal requirement that such communications be in writing, to the extent permitted by applicable law.

13. General Provisions. Licensee may not assign any rights under this Agreement without the prior written consent of Altirnao, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement without the other party's consent to: (a) an affiliate; or (b) any person, firm, organization, corporation or other entity which succeeds to the business of the party as a going concern of such party by acquisition, merger, reorganization or otherwise. Any purported assignment in violation of the preceding sentence is null and void. Subject to the foregoing, this Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties thereto. Except as otherwise specified in this Agreement, this Agreement may be amended or supplemented only by a writing that refers explicitly to this Agreement and that is signed on behalf of both parties. No waiver will be implied from conduct or failure to enforce rights. No waiver will be effective unless in a writing signed on behalf of the party against whom the waiver is asserted. If any term of this Agreement is found invalid or unenforceable that term will be enforced to the maximum extent permitted by law and the remainder of this Agreement will remain in full force. The parties are independent contractors and nothing contained herein shall be construed as creating an agency, partnership, or other form of joint enterprise between the parties. This Agreement represents the entire agreement between the parties relating to its subject matter and supersedes all prior and/or contemporaneous representations, discussions, negotiations and agreements, whether written or oral, except to the extent Altirnao makes any software or other products and services available to Licensee under separate written terms. The terms on any purchase order, confirmation, or similar document submitted by Licensee to Altirnao will have no effect and are hereby rejected. This Agreement shall not be interpreted or construed to confer any rights or remedies on any third parties. Neither party shall be liable to the other party or any third party for failure or delay in performing its obligations under this Agreement when such failure or delay is due to any cause beyond the control of the party concerned, including, without limitation, acts of God, governmental orders or restrictions, fire, or flood, provided that upon cessation of such events such party shall thereupon promptly perform or complete the performance of its obligations hereunder. This Agreement may be entered into in one or more counterparts, each of which will be deemed an original, and all of which taken together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties through their duly authorized representatives hereby agree to the terms of this Agreement:

**ALTIRNAO, INC.**

**[LICENSEE]**

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

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

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

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

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

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





## Exhibit A

## ORDER FORM (Services)

Order Form Number:	
Licensee Name:	
Effective Date:	

This Order Form is for the license of the Altirnao service(s) set forth below. The use of all Altirnao services provided for herein shall be subject to the AODocs Terms of Service Agreement between Licensee and Altirnao.

[illegible]

DELIVERY & INVOICES:	
Email Address for Electronic Deliveries:  Physical Address of E-mail Recipient:  Licensee's Technical Support Contact:	Invoice Address:   Attn:   PO Required on Invoice: <input type="checkbox"/> Yes or <input type="checkbox"/> No  If yes, PO #:

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

**LICENSEE**

*Address*

Signature

Print Name

Title

Fax No.:

Email:

Primary Contact:

**ALTIRNAO, INC.**

369 Sutter Street, San Francisco CA 94108

Signature

Print Name

Title

Fax No.: [REDACTED]

Email: [REDACTED]

Primary Contact: [REDACTED]

