

TERMS OF SERVICE



Document Crunch, Inc.

These Terms of Service (this “Agreement,” or the “Terms of Service,”) constitutes a legal agreement between Document Crunch, Inc. (“D-Crunch”) with offices at 7451 Wiles Road, Suite 105, Coral Springs, FL 33067 and the individual or entity (“User”) that is identified on D-Crunch’s online registration page for the D-Crunch Service offering (the “Registration Page”). This Agreement governs User’s use of D-Crunch’s Services (the “Services”). In some instances these Terms of Service/Agreement may be referred to as “Terms and Conditions” in this Agreement and/or at www.DocumentCrunch.com, which shall have the same meaning, one and the same.

YOU AGREE TO NOT ACCESS THE SERVICES IF YOU ARE OUR DIRECT COMPETITOR, OR TO MONITOR D-CRUNCH’S FUNCTIONALITY, PERFORMANCE, AVAILABILITY OR ANY OTHER COMPETITIVE OR BENCHMARKING-RELATED PURPOSES.

BY CLICKING THE “I ACCEPT” BUTTON DISPLAYED AS PART OF THE REGISTRATION PROCESS FOR THE SERVICE AND/OR WHEN SUBMITTING DOCUMENTS/USING THE PLATFORM, YOU AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE AND AGREE TO THESE TERMS OF SERVICE AS MAY BE MODIFIED FROM TIME TO TIME. IF “USER” IS A COMPANY, YOU AFFIRM THAT (I) YOU ARE AN EMPLOYEE, DIRECTOR, OR AGENT OF SUCH COMPANY; (II) THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH COMPANY TO THE TERMS OF THIS AGREEMENT; AND (III) THAT YOU AND SUCH COMPANY AGREES TO THE TERMS OF THIS AGREEMENT, AS WELL AS THE TERMS OF SERVICE OF OUR PARTNERS, INCLUDING Kira Systems®, INC. (CLICK HERE FOR KIRA SYSTEM’S TERMS OF SERVICE) AND WILL COMPLY WITH THEM WHEN USING D-CRUNCH. WHEN “USER” IS A COMPANY, THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS OF SERVICE, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

- 1. Services.** The Services mean the services to be provided by D-Crunch, comprised of (i) access to D-Crunch’s proprietary software application (as well as that of our partners) for reviewing, creating and/or analyzing contracts, data or other information (“Documents”), together with any fixes, updates, enhancements or upgrades thereto, but not including additional modules for the Application, or new products or services that D-Crunch may make available from time to time (“Upgrades”) (collectively, the “Application”) via cloud or local installation; (ii) support, training and maintenance services; and (iii) any other services

TERMS OF SERVICE



specified in any Agreement or order(s) relating to User's account, or statement(s) of work entered into by User and D-Crunch (collectively "Order Form(s)").

2. **Term and Termination.** The term of this Agreement will continue unless and until terminated by either party upon written notice to the other party. D-Crunch may provide the User with notice of termination by email to the User contact listed on the Registration Page. The following provisions will survive any termination of this Agreement: Section 3 ("Intellectual Property Rights; License") (except as expressly provided therein), Section 4 ("Confidentiality"), Section 5 ("Privacy"), Section 6 ("Security of Your Data"), Section 7 ("Cross Border Data Transfers"), Section 8 ("Representations and Warranties; Disclaimer"), Section 9 ("Liability"), Section 10 ("Changes to Agreement; Inactivity or Cancellation or Termination of Subscription"), Section 11 ("Prohibited Uses") and Section 12 ("Miscellaneous").
3. **Pricing.** A user may purchase Crunches (uploads) from D-Crunch, as outlined below. By a User's selection of a particular Plan below at check-out, said User specifically agrees to the terms and pricing contained herein as applicable to the selected Plan.
 - **Pay As You Go.**
 - \$300/Crunch. There are no minimum purchase requirements. Users simply pay as they go.
 - **Annual Plans:**
 - Small: \$2,500.00 for 10 Crunches (\$250.00 each).
 - Medium: \$6,000.00 for 30 Crunches (\$200.00 each).
 - With this Package, Users can also obtain a custom checklist for \$5,000.00.
 - Large: \$15,000.00 for 100 Crunches (\$150.00 each).
 - With this Package, Users can also obtain a custom checklist for \$3,500.00.
 - Enterprise: \$25,000.00 for 250 Crunches (\$100.00 each).
 - With this Package, Users can also obtain a custom checklist for \$2,000.00.

Each of the foregoing annual Plans automatically recurs at the earlier of (i) use of all Crunches; or (ii) 12 months. Users specifically agree for D-Crunch to automatically charge the User's credit card on file and update the User's available Crunches at expiration of each Plan consistent with the Plan selected. In some instances, and only with the express permission of D-Crunch, Users will not be required to put a credit card on file with D-Crunch. In that instance, Users specifically agree that at the expiration of each Plan,



D-Crunch may automatically update the User’s available Crunches and to issue an invoice to the User consistent with the Plan selected (to be immediately due and paid by said User), which the User agrees to pay.

Each Crunch is limited to 300 pages. Documents over 300 pages will be counted as multiple Crunches, one for every 300 pages. Please also note that Crunches are limited in size to 1GB.

The Small Annual plan is limited to 5 users. All other Annual Plans (Medium, Large and Enterprise) have unlimited users.

Users can cancel or upgrade their Annual Plan by contacting us at CustomerCare@DocumentCrunch.com. There are no refunds for Crunches already purchased, even those through automatically recurring transactions.

4. Intellectual Property Rights; License.

- **User Data.** The User retains all right, title and interest (including, but not limited to, intellectual property rights) in and to the Documents, any reports generated by the Application based on the Documents (“Reports”), the User’s Confidential Information and any data that a User uploads or enters into the Application (the “User Data”). During the term of this Agreement, the User grants D-Crunch (and our partners) a non-exclusive license to access the User Data in order to generate usage data that does not identify, or reasonably permit identification of User Data (the “Usage Data”).
- **D-Crunch Technology.** D-Crunch retains all right, title and interest (including, but not limited to, intellectual property rights) in and to the Services, the Application, including all of the software, code, interfaces, processes, images, graphics, text or other materials contained therein, and other technology used by D-Crunch in providing the Services (the “D-Crunch Technology”), D-Crunch’s Confidential Information, any documentation made available to User by D-Crunch for use with the Services, the collective ideas, know-how, inventions, methods, or techniques developed or conceived as a result of providing the Services hereunder, including any derivative works, improvements, enhancements and/or extensions made to the Services and any information reflecting



the access or use of the Application by or on behalf of Customer or any User, including but not limited to visit-, session-, impression-, click through- or click stream-data and any statistical or other analysis, information or data based on or derived from any of the foregoing (“the Usage Data”). Any modifications to the Services, including in response to the User’s paid-for customization request, will be the sole property of D-Crunch. During the term of this Agreement and in accordance with this Agreement, D-Crunch grants to the User a limited, non-exclusive, non-transferable, non-assignable and non-sublicensable worldwide license to permit Users to access and use the Application solely for the User’s internal business purposes.

- **User Responsibilities.** The User will limit access to the Services to its personnel who have a need to use the Services in the normal course of their duties. The User shall not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Application; (ii) copy, modify or create derivative works based on the Application; (iii) rent, lease, distribute, sell, resell, assign, or otherwise transfer User’s rights to use the Application; (iv) use the Application for timesharing or service bureau purposes; (v) use the Application to develop any similar or competitive service; (vi) use the Services or any Documents or Reports in violation of any applicable laws or third party rights; introduce any viruses, worms, malware or other destructive code into the Application; (viii) bypass any measures D-Crunch uses to restrict access to the Application, (ix) remove or modify any proprietary marking or restrictive legends placed on the Application, or (x) use the Services to store or transmit malicious code, or to transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights. User represents, warrants and covenants on behalf of itself and its Users that it: (i) has all necessary rights to use the Documents in connection with the Application without violating any fiduciary duty, duty of confidentiality, contractual obligation or applicable laws; (ii) will not use, or permit the use of, the Services, the Documents or the Reports for illegal, fraudulent, or unethical purposes or otherwise in a manner that could give rise to civil or criminal liability; and (iii) will not interfere with or impede the ability of others to use the Services. User shall ensure that it and its Users comply with the provisions of the Agreement applicable to use of the Services and shall be liable for any and all use of and access to the Application by any Users.



5. **Confidentiality.** The parties acknowledge and agree that each party (the “Receiving Party”) has and will have access to certain confidential information (“Confidential Information”) of the other party (the “Disclosing Party”). “Confidential Information” means all information provided by the Disclosing Party to the Receiving Party hereunder that is (i) proprietary and/or non-public information related to the business activities of the Disclosing Party, its subsidiaries, and its affiliates, including any business plans, strategy, pricing, or financial information; (ii) information relating to the Disclosing Party’s methods, processes, code, data, information technology, network designs, passwords, and sign-on codes; (iii) the terms of this Agreement; and/or (iv) any other information that is designated as confidential by the Disclosing Party. Confidential Information of D-Crunch shall also include the Services, and Confidential Information of the User shall also include the Documents and Reports. Confidential Information does not include information that is or was, at the time of the disclosure: (i) generally known or available to the public; (ii) received by Receiving Party from a third party; (iii) already in Receiving Party’s possession prior to the date of receipt from Disclosing Party; or (iv) independently developed by the Receiving Party without reference to Disclosing Party’s Confidential Information, provided in each case that such information was not obtained by the Receiving Party as a result of any unauthorized or wrongful act or omission, or breach of this Agreement, or breach of any legal, ethical or fiduciary obligation owed to the Disclosing Party. At all times the Receiving Party shall: (1) use the same standard of care to protect the Confidential Information as it uses to protect its own confidential information of a similar nature, but not less than a commercially reasonable standard of care, (2) not use the Disclosing Party’s Confidential Information other than as permitted under this Agreement, and (3) not disclose, distribute, or disseminate the Confidential Information to any third party, except as permitted by this Agreement.
6. **Privacy.** User’s access to the Services is via the D-Crunch website. As such, a User’s interaction with the website, and any information that may be collected by the website, is governed by the website’s Privacy Policy which may be updated from time to time. User agrees to receive announcements from D-Crunch regarding the operation of the Services as well as marketing and other non-critical Service-related communications from time to time.
7. **Security of Your Data.** Without limiting the following, D-Crunch shall maintain appropriate physical, technical and administrative safeguards for protection of the security,



confidentiality and integrity of the Documents. User acknowledges that the structure of the systems used in connection with the Services makes it technically possible for a limited number of D-Crunch personnel to access the Documents. D-Crunch personnel will only access the Documents subject to the confidentiality restrictions in Section 4 hereof, and with the consent of User or to the extent reasonably required (i) to perform the Services on behalf of User; (ii) to investigate or correct a system error or otherwise improve the Services; (iii) to respond to duly authorized information requests of police, law enforcement, or other governmental authorities; (iv) to comply with any applicable law, regulation, subpoena, discovery request or court order; (v) to investigate and help prevent security threats, fraud, or other illegal, malicious, or inappropriate activity; or (vi) to verify compliance with the provisions hereof; or (vii) to enforce/protect the rights and properties of D-Crunch.

- 8. Cross Border Data Transfers.** For Users that are required to comply with international data protection laws and regulations governing the international or cross-border data transfer of information, and who are not using the Services via a local installation option, please be advised that the data centers in which the infrastructure for the Services, Documents and User Data are housed are located in the jurisdiction listed on the applicable Order Form. User must not use the Services if this causes conflict with User's local data protection laws.
- 9. Representations and Warranties; Disclaimer.** Each party represents and warrants that this Agreement constitutes its valid and binding obligation and is enforceable against it in accordance with the terms of this Agreement. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 7, D-CRUNCH DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY REPRESENTATIONS OR WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, D-CRUNCH MAKES NO WARRANTY THAT (I) THE SERVICES, INCLUDING THE D-CRUNCH TECHNOLOGY, THE REPORTS, OR ANY OTHER SERVICES OR DELIVERABLES PROVIDED HEREUNDER (COLLECTIVELY, THE "MATERIALS") WILL MEET THE REQUIREMENTS OF USER OR OPERATE IN COMBINATION WITH ANY HARDWARE, SOFTWARE OR DATA NOT PROVIDED BY D-CRUNCH, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE,



OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE MATERIALS WILL BE ACCURATE OR RELIABLE, OR (IV) ANY ERRORS IN THE MATERIALS WILL BE CORRECTED. THE MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH ALL DEFECTS. NO ORAL OR WRITTEN INFORMATION OR COMMUNICATIONS GIVEN BY D-CRUNCH, ITS EMPLOYEES, OR AGENTS WILL INCREASE THE SCOPE OF THE ABOVE WARRANTY OR CREATE ANY NEW OR ADDITIONAL WARRANTIES. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete. We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

10. Liability. EXCEPT FOR DAMAGES ARISING FROM A PARTY’S FRAUD OR WILLFUL MISCONDUCT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS: IN NO EVENT WILL (I) EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUES, DATA LOSS OR USAGE, OR LOSS OF OPPORTUNITIES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (II) EITHER PARTY’S TOTAL LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE SERVICES, REGARDLESS OF CAUSE OR THEORY OF RECOVERY, EXCEED ONE HUNDRED DOLLARS (\$100). To the extent any liability of a party cannot be disclaimed, excluded or limited as aforesaid under applicable law, such liability shall be disclaimed, excluded and limited to the fullest extent permitted under applicable law.

11. Changes to Agreement; Inactivity or Cancellation or Termination of Subscription.

D-Crunch may amend the terms of this Agreement from time to time by posting the revised terms of this Agreement on D-Crunch’ website and/or by providing written notice of such amendment to the User (which notice may be provided via email to the User contact listed



on the Registration Page). Any revised terms of this Agreement will take effect from the date of posting or notice to the User, unless otherwise specified in such posting or notice. The User should check D-Crunch' website frequently for any such revisions. The User's continued use of the Services shall be deemed to constitute its acceptance of any such revised terms of this Agreement. Upon a prolonged period of inactivity, or any cancellation or termination of User's subscription to the Services, D-Crunch will have no obligation to maintain or provide access to the Documents, the Reports, or the User Data. If a User's account is inactive for ninety (90) days, D-Crunch reserves the right to delete or destroy all copies of the Documents, the Reports, and the User Data without providing notice, unless legally prohibited. Furthermore, D-Crunch reserves the right to delete or destroy all copies of the Documents, the Reports, and the User Data in the normal course of operation any time after the expiry of thirty (30) days after the cancellation or termination of User's subscription to the Services. The Documents, Reports, and the User Data cannot be recovered once they are deleted or destroyed.

12. Prohibited Uses. You may use Service only for lawful purposes and in accordance with Terms. You agree not to use Service:

- a. In any way that violates any applicable national or international law or regulation.
- b. For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- c. To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- d. To impersonate or attempt to impersonate D-Crunch, a D-Crunch employee, another user, or any other person or entity.
- e. In any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- f. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend D-Crunch or users of Service or expose them to liability.



Additionally, you agree not to:

- a. Use Service in any manner that could disable, overburden, damage, or impair Service or interfere with any other party's use of Service, including their ability to engage in real time activities through Service.
- b. Use any robot, spider, or other automatic device, process, or means to access Service for any purpose, including monitoring or copying any of the material on Service.
- c. Use any manual process to monitor or copy any of the material on Service or for any other unauthorized purpose without our prior written consent.
- d. Use any device, software, or routine that interferes with the proper working of Service.
- e. Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- f. Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service.
- g. Attack Service via a denial-of-service attack or a distributed denial-of-service attack.
- h. Take any action that may damage or falsify D-Crunch rating.
- i. Otherwise attempt to interfere with the proper working of Service.

13. General Provisions.

- a. **Relationship of the Parties.** The relationship of the parties under this Agreement is one of independent contractors. This Agreement does not create an agency, partnership, franchise, joint venture, and fiduciary or employment relationship between the parties.
- b. **Entire Agreement.** If User has entered into an Order Form with D-Crunch, the terms of the most recent Order Form shall supersede this Agreement. If User has entered into a non-disclosure agreement (or similar agreement) with D-Crunch, the terms of the non-disclosure agreement shall prevail where any terms conflict



with this Agreement. This Agreement sets forth the entire agreement of the parties as to its subject matter and, other than stated in this Agreement, supersedes all prior agreements, negotiations, representations, and promises between them with respect to its subject matter.

- c. Force Majeure.** Neither Party shall be in default if its failure to perform or delay in performing any obligation under the Agreement (other than payment obligations) is caused by Force Majeure.
- d. Assignment.** Neither Party may assign this Agreement or any Order Form, in whole or in part, without the other Party's prior written consent, not to be unreasonably withheld; provided, however, that D-Crunch may assign the Agreement without User's consent to any entity that acquires all or substantially all of the business or assets of D-Crunch related to the Services, whether by merger, reorganization, acquisition, sale, operation of law, change in control or otherwise. Any assignment made in conflict with this provision shall be void. This Agreement is binding upon and will inure to the benefits of each of the parties and their respective successors and assigns. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable right, remedy or claim under or in respect of this Agreement.
- e. Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right unless expressly acknowledged and agreed to by both parties in writing. A waiver of rights under this Agreement will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- f. Severability.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. If any provision of the Agreement, or portion thereof, is found to be invalid, unlawful or unenforceable to any extent, the Parties shall negotiate in good faith amendments to the Agreement to reflect the



original intent of the Parties as closely as possible. Such invalid provision or portion thereof will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by applicable laws. In the case of any conflict or inconsistency between the provisions of an Order Form and the provisions of this Agreement, the provisions of these Agreement shall govern, unless the applicable provision in the Order Form is expressly stated to supersede a conflicting provision in this Agreement.

- g. Governing Law and Jurisdiction.** This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the State of Florida, without reference to the choice of law rules thereof. The Parties agree to submit to the exclusive jurisdiction over all disputes hereunder in the courts in the Broward County, Florida.
- h. Mandatory Binding Arbitration.** All claims, disputes, or other matters in controversy arising out of or related to this Agreement or the Services shall be resolved by final and binding arbitration, subject to mediation as a condition precedent to same, in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Such Arbitration Proceedings shall be held in Broward County, Florida.
- i. JURY TRIAL WAIVER.** NOTWITHSTANDING AND WITHOUT IMPACTING THE MANDATORY ARBITRATION PROVISION CONTAINED HEREIN, IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE A TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.
- j. You acknowledge and agree that D-Crunch is not a provider of legal services,** and has not provided any legal or professional services to you. Rather, you acknowledge and agree that D-Crunch is a tool to assist your legal and risk management professional's review and analyze large volumes of Documents. D-Crunch is not a substitute for legal advice, nor is it a perfect technology. D-Crunch should be used as a tool in conjunction with a complete and thorough review of the Documents and other information by those qualified to do so.
- k. By creating an Account on our Service,** you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However,

TERMS OF SERVICE



you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at.

I. BY USING SERVICE OR OTHER SERVICES PROVIDED BY US, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF SERVICE AND AGREE TO BE BOUND TO THIS AGREEMENT.