

## Welcome to WheelerDocs !

WheelerDocs is a cloud-based document management platform. Our products make it easier for people to manage their documentation with ease. Since our products are cloud based, you can access them through the web and through any number of device types (e.g., desktop, laptop, tablets, and smartphone devices) that you choose.

This document, the WheelerDocs Terms of Service (“**Terms**”), outlines the terms regarding your use of our products. These Terms are a legally binding contract between you and WheelerDocs so please read carefully. If you do not agree with these Terms, do not register or use any of the Services.

By using, accessing or browsing the WheelerDocs Service, platform and products including applications, mobile, software, websites or other properties owned or operated by WheelerDocs or by registering for a WheelerDocs account (“**Services**”) you are agreeing to be bound by these Terms for the Services provided by WheelerDocs (“**WheelerDocs**” or “**we**”). If you reside in the United States or Canada you are entering into this contract with EZ Networks Inc., a company registered in Canada Ontario.

If you are using the Services on behalf of an organization, you are agreeing to these Terms for that organization and promising to WheelerDocs that you have the authority to bind that organization to these Terms (in which event, “**you**” and “**your**” will refer to that organization) unless that organization has a separate paid contract in effect with us, in which event the terms of that contract will govern your use of the Services.

In order to use the Service, you must be legally permitted to accept these Terms.

## 1. PRIVACY

In order to operate and provide the Services, we collect certain information about you. We use and protect that information as described in our **Privacy Policy**. You acknowledge your use of the Services is subject to our Privacy Policy and understand that it identifies how WheelerDocs collects, stores, and uses certain information.

## 2. CHANGES TO THESE TERMS

We reserve the right to modify these Terms. We will post the most current version of these Terms at [www.WheelerDocs.com](http://www.WheelerDocs.com) (the “**Site**”). If we make material changes to these Terms, we will notify you via the Services and/or by email to the address associated with your account. If you do not accept the changes, you must stop using and cancel your account by emailing [cancel@WheelerDocs.com](mailto:cancel@WheelerDocs.com). Your continued use of our Services after we publish or

send a notice about our changes to these Terms means that you are consenting to the updated terms.

### **3. YOUR ACCOUNT**

Certain aspects of the Services may require you to obtain an account by completing a registration form and designating a user ID and password. When registering with WheelerDocs you must: (a) provide true, current and complete information about yourself on the registration form and (b) maintain such information so it continues to be true, current and complete.

You are entirely responsible for all materials and information that you upload, post or otherwise transmit via the Services (please also see our Acceptable Use Policy in Section 10). Only you may use your WheelerDocs account and you are responsible for all aspects of your account. Each user must have a separate account. You may not share, loan or transfer your ID or password. If you become aware of any unauthorized use of the Services or your account, or have any questions about your account please contact WheelerDocs Support.

### **4. EMAIL SELECTED FOR YOUR ACCOUNT**

You get to choose what email address(es) you register for an account. Please be aware, however, that if the domain of the email address associated with your account is owned or controlled by an organization (such as your work or school) and that organization establishes a direct relationship with us and wishes to add your account to such relationship, then you may be rolled into that organization's account after a reasonable attempt to notify you of the change. Fourteen (14) days after that attempted notice, if you do not respond or change the email address associated with your account, your account may be deactivated, and Content associated with your account may be deleted.

If an organization provided you with your account (e.g., an employer or school), or if you agree to have your account managed by an organization, you understand that this organization has rights to your account and may: (a) manage your account (including suspending or canceling); (b) reset your password; (c) view your usage and profile data, including how and when your account is used; and (d) manage the Content in your account.

### **5. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION**

By registering with WheelerDocs or signing up for Services, you understand and consent to us sending you (including via email) information regarding the Services, such as: (a) notices about your use of the Services, including notices of violations of use; (b) updates to the Services and new features or products; (c) administrative messages and other information; and (d) advertising,

marketing, and other materials regarding WheelerDocs 's products and services. Please review your settings in your account to control the messages you receive from us or you may choose to opt-out of receiving advertising and marketing materials by unsubscribing from such communications by following the instructions in the message.

Notices emailed to you will be considered given and received when the email is sent. If you do not consent to receive notices (other than advertising and marketing materials) electronically, you must stop using the Services.

## **6. CONTENT**

We call all the electronic documents that you upload and store on your account “**Content**”. All Content uploaded by you into your account is yours! We don't control, verify, or endorse the Content that you or others put on the Services. You are responsible for: (a) all Content in your WheelerDocs account(s) and that you share through the Services- and (b) making sure that you have all the rights you need in relation to the Content. In addition, by storing, using or transmitting Content you confirm that you will not violate any law or these Terms (please also see the Acceptable Use Policy in Section 10). You agree that when you share your Content, you may be allowing other people to access and use your Content in any way without further restriction or compensation to you.

You agree to provide WheelerDocs (as well as agents or service providers acting on WheelerDocs 's behalf to provide the Services) the right to transmit, process, use and disclose Content and other information which we may obtain as part of your use of the Services but only: (i) as necessary for us to provide the Services, (ii) as otherwise permitted by these Terms, (iii) as otherwise required by law, regulation or order, and/or (iv) to respond to an emergency.

## **7. COPYRIGHT COMPLAINTS AND REMOVAL POLICY**

WheelerDocs respects the intellectual property of others and will respond to notices of alleged copyright infringement that comply with the law. We reserve the right to delete or disable Content alleged to violate copyright laws or these Terms and reserve the right to terminate the account(s) of violators.

If you believe there has been a violation of your intellectual property rights, please complete our [copyright compliant form](#); which can also be found here: <https://WheelerDocs.com/copyright>.

## **8. CONFIDENTIAL INFORMATION**

During your use of the Services, WheelerDocs may share with you information that is confidential, sensitive or should be kept secret. For example, if we tell you about our product roadmaps, product designs and architecture, technology and technical information, provide you with security audit reviews, business and marketing plans, or share with you our business processes, these should always be considered confidential to WheelerDocs.

Similarly, we agree that your Content, credit card/banking information and information contained in your account is confidential to you.

Also, if either of us provide any documents to the other that are labeled “confidential” (or something similar), or provide information (either in writing or verbal) that is of a type that a reasonable person should understand to be confidential such information is to be treated as confidential information.

However, if you tell us information that: (a) we already know at the time you tell us; (b) was told to us by a third party who had the right to tell us; (c) is generally available to the public; or (d) was independently developed by us without using any of your confidential information, then that information will not be considered confidential. The same goes for information that we tell you that falls into any of these categories.

Lastly, we both agree that: (i) we will treat each other’s information with the same degree of care that we treat our own confidential information; (ii) will use each other’s confidential information only in connection with these Terms and the Services; (iii) only share the information with others who have a need to know and who have agreed in writing to treat it as confidential (as we’ve outlined in this section); and (iv) not share the information with any third party except as allowed in these Terms or through the Services. Of course, confidential information will always remain the property of its owner.

## **9. CONTENT STORAGE**

The Services are provided from the Canada & United States. By using and accessing the Services, you understand and agree to the storage of Content and any other personal information in the Canada & United States. However, you understand that you (or other people that you collaborate with) can access the Services (including Content) from outside of the Canada & United States (subject to applicable law) and that nothing prohibits the processing of other information outside of Canada & the United States. WheelerDocs does offer products that enable storage and/or processing of Content outside of the Canada & United States and those products are subject to the WheelerDocs Zones specific terms in Section 26.

## **10. ACCEPTABLE USE POLICY**

You agree you will not, nor will you encourage others or assist others to, harm the Services or use the Services to harm others. For example, you must not use the Services to harm, threaten, or harass another person, organization or WheelerDocs and/or to build a similar service or website. You must not: (a) damage, disable, overburden, or impair the Service (or any network connected to the Services); (b) resell or redistribute the Services or any part of it; (c) use any unauthorized means to modify, reroute, or gain access to the Services or attempt to carry out these activities; (d) use any automated process or service (such as a bot, a spider, or periodic caching of information stored by WheelerDocs ) to access or use the Services; (e) use the Services beyond the features allocation and amounts provided in that Service or in violation of our fair use policy; (f) use the Services to, and/or cause WheelerDocs to, violate any law or distribute any malware or malicious Content; or (g) distribute, post, share information or Content illegally or without permission.

As part of our efforts to protect the Service, protect our customers, or to stop you from breaching these Terms we retain the right to block or otherwise prevent delivery of any type of file, email or other communication to or from the Services.

We also reserve the right to deactivate, change and/or require you to change your WheelerDocs user ID and any custom or vanity URLs, custom links, or vanity domains you may obtain through the Services.

You also agree that if you learn of any unauthorized or unacceptable use of any account, Content or the Service, you will promptly contact WheelerDocs Support and take all reasonable steps to cooperate with WheelerDocs and assist in the termination of such use.

## **11. SUSPENSION AND TERMINATION OF THE SERVICE**

We reserve the right to suspend or terminate your access to the Service at any time in our sole discretion if a) you are in breach of these Terms; or b) your use of the Services could cause a risk of harm or loss to WheelerDocs or our other users; or c) WheelerDocs declines to renew your Subscription Period. When reasonable and as permitted by law, WheelerDocs will provide you reasonable advance notice of this change as well as an opportunity to correct any actions that led to WheelerDocs 's decision. We will not be able to provide this advance notice if you are in material breach of these Terms, or if such notice would lead to civil or criminal liability for WheelerDocs , or if providing notice would compromise our ability to provide the Services to our other users. For the avoidance of doubt, WheelerDocs may still make a determination that it does not want to continue offering you access to the Service at any time for any or no reason.

You understand that if your account is suspended or terminated, you may no longer have access to the Content that is stored with the Services.

Upon termination you may request access to your Content, which we will make available, except in cases where we have terminated your account due to your violation of these Terms or the Acceptable Use Policy terms in Section 10. You must make such request within fourteen (14) days following termination otherwise, any Content you have stored with the Services may not be retrievable and we will have no obligation to maintain Content stored in your account after this fourteen (14) day period.

## **12. UPDATES TO THE SERVICE**

We can make necessary deployments of changes, updates or enhancements to the Services at any time. We may also add or remove functionalities or features, or we may suspend or stop the Services altogether.

## **13. THIRD PARTY PRODUCTS**

WheelerDocs may make available to you optional third-party applications, services or products, for use in connection with the Services (“**Third-Party Products**”). These Third-Party Products are not necessary for the use of the Services and your use of the Third-Party Products (and any exchange of any information, license, payments etc.) is solely between you and the applicable third-party provider. WheelerDocs makes no warranties of any kind and assumes no liability of any kind for your use of such Third-Party Products.

If you have any questions or concerns regarding the Third-Party Products, then please contact the applicable third-party provider.

## **14. WHEELERDOCS PROPRIETARY RIGHTS**

All contents of the Site and Services including but not limited to logo, design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement and WheelerDocs Confidential Information belong to WheelerDocs, and/or its suppliers, affiliates, or licensors.

WheelerDocs or its licensors own and reserve all rights, title and interest in and to the Services and all hardware, software and other items used to provide the Services, other than the rights we expressly grant to you to use the Services and WheelerDocs Confidential Information. No title to or ownership of any proprietary rights related to the Services or WheelerDocs Confidential Information is transferred to you pursuant to these Terms.

If you provide comments, suggestions and recommendations to WheelerDocs about a Service (e.g., modifications, enhancements, improvements) (collectively, "**Feedback**"), you are automatically assigning this Feedback to WheelerDocs.

## **15. NO WARRANTY OR CONDITIONS**

There are certain things that we do not promise about the Services. Other than as expressly stated, we do not make any commitments about the specific functionality available through the Services, their reliability, availability, or ability to meet your needs.

TO THE EXTENT NOT PROHIBITED BY LAW, WHEELERDOCS AND ITS AFFILIATES (AND ASSOCIATED SERVICE PROVIDERS) (A) PROVIDE THE SERVICES "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE", (B) MAKE NO REPRESENTATIONS OR WARRANTIES OR CONDITIONS WHETHER EXPRESS OR IMPLIED (E.G. WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT), AND (C) DO NOT GUARANTEE THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, OR THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

## **16. INDEMNIFICATION**

To the extent not prohibited by law, you will defend WheelerDocs against any cost, loss, damage, or other liability arising from any third party demand or claim that any Content or information provided by you, or your use of the Services: (a) infringes a registered patent, trademark, copyright, or other intellectual property right of a third party, or misappropriates a trade secret (to the extent that such misappropriation is not the result of WheelerDocs 's actions); or (b) violates applicable law or these Terms. WheelerDocs will reasonably notify you of any such claim or demand that is subject to your indemnification obligation of which it becomes aware.

## **17. LIMITATION OF LIABILITY**

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL YOU OR WHEELERDOCS AND ITS AFFILIATES, RESELLERS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR LICENSORS BE LIABLE FOR: ANY INDIRECT,

INCIDENTAL, SPECIAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE OR CONTENT) HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT, BUSINESS INTERRUPTION, LOSS OF OPPORTUNITY, WARRANTY, NEGLIGENCE OR OTHERWISE, EVEN IF WHEELERDOCS HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

THE AGGREGATE LIABILITY OF YOU OR WHEELERDOCS AND ITS AFFILIATES, OFFICERS, RESELLERS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS, RELATING TO THE SERVICES, SAVE IN RESPECT OF LIABILITY ARISING UNDER SECTION 16 OF THESE TERMS, WILL BE LIMITED TO THE GREATER OF: (A) ONE AND A HALF (1.5) TIMES THE MOST RECENT MONTHLY OR YEARLY FEE THAT YOU PAID FOR THAT SERVICE; OR (B) ONE HUNDRED DOLLARS (\$100 U.S.D.). THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

THE LIMITATION OR EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

IN COUNTRIES WHERE THE ABOVE TYPES OF EXCLUSIONS AND LIMITATIONS AREN'T ALLOWED, WE'RE RESPONSIBLE TO YOU ONLY FOR LOSSES AND DAMAGES THAT ARE A REASONABLY FORESEEABLE RESULT OF OUR FAILURE TO USE REASONABLE SKILL AND CARE OR OUR BREACH OF OUR CONTRACT WITH YOU.

NOTHING IN THESE TERMS AFFECTS CONSUMER RIGHTS THAT CANNOT BY LAW BE WAIVED OR LIMITED BY ANY CONTRACT OR AGREEMENT.

Nothing in these Terms shall exclude or limit the liability of you or WheelerDocs and its affiliates, officers, employees, agents, licensors, resellers, suppliers and distributors for death or personal injury, fraud, fraudulent misrepresentation or any liability that cannot be excluded or limited by law.

The provisions of this "Limitation of Liability" section allocates the risks under these Terms between you and WheelerDocs, and you and WheelerDocs have relied on these limitations in determining whether to enter into these Terms and the pricing for the Services.

## **18. DISPUTE RESOLUTION AND GOVERNING LAW**

You must comply with all domestic and international export laws and regulations that apply to your use of the Services, such as software. These laws include restrictions on destinations, end users, and end use.



If you reside in Canada, you agree that the Terms, and your relationship with WheelerDocs will be governed by the laws of the Province of Ontario, Canada, regardless of conflict of laws principles. We both agree that the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Commercial Code, the Uniform Computer Information Transactions Act, and any law effectuating these conventions do not apply to these Terms. We both agree that all of these claims can only be litigated in the federal or state courts in Toronto, Ontario, Canada and we each agree to personal jurisdiction in those courts. However, you agree that WheelerDocs can apply for injunctive remedies in any jurisdiction.

To the extent that the following provision is not in conflict with applicable law, you may only resolve disputes with us on an individual basis and may not bring a claim or proceed in a group arbitration proceeding as a plaintiff or a class member in a class, consolidated, or representative action.

## **19. TRIALS**

You can sign-up for a trial for some of the Services and your trial period starts on the day you create the trial account and lasts for 14 days. If you are on a trial, you may cancel at any time until the last day of your trial. If you do not wish to incur charges, you must cancel the account by the end of the 14th day.

If you do not cancel your account and we have told you the account will be converted to a paid subscription at the end of the trial period, then you authorize us to charge your credit card for that specific Service. You may, however, cancel your subscription before the next billing cycle in accordance with these Terms, but no credits or refunds will be available.

## **20. FEES**

WheelerDocs offers both free and paid Services. If you choose to subscribe to a paid Service, you agree to pay the fees ("**Fees**") as quoted to you when you purchase that Service. We may calculate taxes payable by you based on the billing information that you provide us at the time of purchase. You are responsible for all charges related to using the purchased Service (for example, data charges and currency exchange settlements). You will pay the Fees in the currency WheelerDocs quoted at the time of purchase. WheelerDocs reserves the right to change the eligible currencies at any time, except where not permitted by applicable law.

WheelerDocs reserves the right to change its prices at any time, however, if we have offered a specific duration and Fee for your use of the Service, we agree that the Fee will remain in force for that duration. After the offer period ends, your use of the Service will be charged at the then-current Fee(s). If you don't agree to these changes, you must stop using the Service and cancel via email to [cancel@WheelerDocs.com](mailto:cancel@WheelerDocs.com) (with cancellation confirmation from a WheelerDocs

representative). If you cancel, your Service ends at the end of your current Service period or payment period, and no refunds for previously paid services will be issued.

If you do not cancel in accordance with these Terms, the subscription for the Service will automatically renew at the then-current price and term length for the next subscription period. We will charge your credit card on file with us on the first day of the renewal of the subscription period.

## **21. BILLING/PAYMENT**

If you select a paid Service, you must provide us with current, complete, accurate and authorized payment method information (e.g. credit card information). You authorize us to charge your provided payment method for the Services you have selected and for any paid feature(s) that you choose. We may bill: (a) in advance; (b) at the time of purchase; (c) shortly after purchase; or (d) if you have elected a subscription service, on a recurring basis. To the extent WheelerDocs has not received your payment, in order to bring your account up to date, we may bill you simultaneously for both past due and current amounts. If you do not cancel your account, we may automatically renew your Service(s) and charge you for any renewal term. You understand that failure to pay any charges or fees may result in the suspension or cancellation of your Services.

## **22. SUBSCRIPTION PERIOD**

You may elect one of the following subscription plans and billing options (please note that there might be only one of these options available depending on the Service purchased):

A monthly subscription plan (“**Monthly Subscription Plan**”). The subscription period for the Monthly Subscription Plan will be for one month and will automatically renew (without the need to go through the Services-interface “check-out” or execute a renewal order form) unless you cancel your Monthly Subscription Plan at least three (3) business days prior to the renewal date. You will be billed on or about the same day each month until such time that you cancel.

An annual subscription plan (“**Annual Subscription Plan**”). The subscription period for the Annual Subscription Plan will be for one year and will automatically renew (without the need to go through the Services-interface “check-out” or execute a renewal Order Form) for additional periods equal to one (1) year each year on the anniversary unless you cancel at least three (3) business days prior to your renewal date. You will be billed annually on or about the same day each year until such time that you cancel. Note that under the Annual Subscription Plan you will not be permitted to cancel, reduce the number of seats, or downgrade the WheelerDocs Service you have selected until the anniversary date. **Be aware that you are committing to a one-year plan; if you are not certain, we recommend choosing the Monthly Subscription Plan.**

If you select the Monthly Subscription Plan, you can switch to the Annual Subscription Plan at any time. If you select the Annual Subscription Plan, you may not change to the Monthly Subscription Plan until the end of the one-year term of your Annual Subscription Plan.

Where required by law, you may have a legal right to cancel your subscription, pursuant to Section 20, during the prescribed timeframe of your initial subscription period. If you are entitled to this right by law, your cancellation request will be processed within three (3) business days, and you will receive a prorated refund of any unused prepaid fees.

### **23. WHEELERDOCS SUBSCRIPTION SPECIFIC TERMS**

If you are purchasing a WheelerDocs subscription plan, the following additional terms apply to you and your organization:

You: (a) are required to have a WheelerDocs account for each user, (b) will only receive the features and functionality that are included in the specific subscription plan that you have purchased, (c) are responsible for setting your configurations of the WheelerDocs Service, and (d) are responsible for managing your users' activity and any of your devices and/or any systems that you use to access the WheelerDocs Service.

WheelerDocs considers the following categories of users as your organization's users:

1.
  1. Users whose accounts are controlled by your organization's administrator;
  2. Users who are employed by your organization; and
  3. Users whose accounts are associated with an email address controlled by your organization.

These categories include, for the avoidance of doubt, any such users with individual plan accounts.

If WheelerDocs provides you with a report showing that your organization has more users than purchased accounts, then you will promptly (but in any event with seven (7) days of receiving such report) purchase additional accounts or permanently delete the excess accounts.

If your organization has more users than purchased accounts, WheelerDocs may place reasonable restrictions on your account until you adequately address your excess users (such as restricting or limiting your organization's ability to deploy additional accounts).

### **24. WHEELERDOCS SOFTWARE**

Your use of the Service may include use of optional downloadable user software (“Software”). This Software may update automatically on your device once a new version or feature is available. WheelerDocs gives you a personal, worldwide (subject to applicable law), royalty-free, non-assignable and non-exclusive license to use the Software provided to you by WheelerDocs as part of Service, for the sole purpose of enabling you to use and enjoy the benefit of the Service.

## **25. WHEELERDOCS PLATFORM PRODUCTS SPECIFIC TERMS**

If you are purchasing any of the Platform products, the following additional terms apply to you:

### **PLATFORM PRODUCT SPECIFIC DEFINITIONS**

“**API**” is the application-programming interface used by you to access functionality provided by WheelerDocs.

“**Content**” means the same specified in Section 6, but includes Content uploaded by Platform Application Users and Platform Service Accounts.

“**Monthly Active User**” or “**MAU**” is a Platform Application User that uses the Service via an API call (made by or on the behalf of the Platform Application User account) at least once in a monthly calendar period.

“**Monthly Platform API Calls**” is any API call made by a Platform Application to the Service within a monthly calendar period on behalf of: (a) a Platform Application User; (b) a User; or (c) a Platform Service Account, not to exceed your allotted amount. Except as otherwise set forth in an order, excluded from Monthly Platform API Calls are API calls made on behalf of: (i) third party software application integrations that are permitted with your use of the Service; (ii) WheelerDocs provided applications (e.g., the WheelerDocs Web App, WheelerDocs Desktop, WheelerDocs Notes, WheelerDocs Capture); (iii) WheelerDocs provided services (e.g. WheelerDocs Shuttle), if applicable. For clarity, any API calls resulting from a Platform Application will be considered chargeable if 95% of its Monthly Platform API Calls are used by you or on your behalf.

“**Monthly Platform Bandwidth**” is the Platform Bandwidth consumed on a monthly calendar basis by or on behalf of: (a) a Platform Application User; (b) a User; or (c) a Platform Service Account, not to exceed your allotted amount. Unless specified in an order, excluded from Monthly Platform Bandwidth is Platform Bandwidth consumed by: (i) third party software application integrations that are permitted with your use of the Service; (ii) WheelerDocs provided applications (e.g., the WheelerDocs Web App, WheelerDocs Desktop, WheelerDocs Notes, WheelerDocs Capture); and (iii) WheelerDocs provided services (e.g. WheelerDocs Shuttle), if applicable. For clarity, any platform bandwidth consumption from a Platform Application will be considered chargeable if 95% of its Monthly Platform Bandwidth is used by you or on your behalf.

**“Platform Application”** is an application used by or on behalf of you that uses the API for the purposes of access to the Service.

**“Platform Application User”** is a user with a unique identifier that is created and provisioned by you and such user’s access to Content in the Service is governed through the Platform Application.

**“Platform Bandwidth”** is the flow of data to or from the Service as a result of the Platform Application, measured in gigabytes (GB), not to exceed your allotted amount.

**“Platform Product(s)”** is the WheelerDocs API(s) that provide programmatic access to the Service from a Platform Application, and any additional Platform Product features and functionalities. The Platform Products include certain features that permit a Service Account/User/Platform Application User to view, annotate and comment on Content (“**View**”) if set forth in your order. WheelerDocs ’s APIs, tools and services made available for development of a Platform Application with respect to the APIs are also Platform Product(s).

**“Platform Service Account”** is a non-WheelerDocs software application with a unique identifier that is created and provisioned by you and your access to Content in the Service is governed through the Platform Application.

**“Platform Storage”** is the total amount of Content, measured in gigabytes (unless otherwise specified), stored by or on behalf of all Platform Application Users, Platform Service Accounts and any other users of Platform Products, not to exceed your allotted amount.

**“Platform Use Limit(s)”** is the amount as specified and allocated to you for: (i) Monthly Platform Bandwidth, Monthly Platform API Calls, Platform Storage and number of Monthly Active Users; and (ii) any other applicable usage limits or restrictions.

**“User(s)”** is any person who is permitted by you to access, store, retrieve or manage Content in any account.

You receive the features and functionality that are provided in the specific Platform Product(s) that you have registered or purchased. You agree to only incorporate the API into the Platform Applications for the sole purpose of accessing certain functionality subscribed to by you, solely through the API and associated tools and services. You will ensure that your usage of the Platform Products is at all times in conformance with the Platform Use Limits, these Terms and applicable law.

If you exceed the Platform Use Limits, additional fees will be due and/or reasonable restrictions may be placed on your account until any such excess usage is adequately eliminated by you.

You may not co-brand any Platform Products or use any WheelerDocs trademarks, logos, or other WheelerDocs marks to promote and market the Platform Products without WheelerDocs’s prior written consent.

You will not, and will make sure that the Platform Application does not and you will not permit use of the Platform Application: (a) to violate these Terms; (b) to perform hidden activities without Platform Application User consent (such as downloading components or other software); (c) that may alter a Platform Application User's system without permission from the Platform Application User; (d) impersonate, or misrepresent an affiliation with, any person or entity; (e) use in any manner not authorized by a Platform Application User; except as otherwise authorized by a Platform Application User with respect to such Platform Application User's Content; (f) mine or analyze any Content transmitted to, retrieved from or stored in the Platform Products/the Service (including, but not limited to, through spiders, robots, crawlers, data mining tools, scrapers, or other automated means, or services employing any such means); (g) circumvent any security measures or content filtering devices; (h) use or affect the Platform Products in any manner that could damage, disable, overburden or impair the Platform Products (including, but not limited to, flooding the Platform Products with an excessive amount of data or content); or (i) permit use in connection with any purposes or intended application which involves risks or dangers that could lead to death, serious bodily injury, severe physical or property damage, or use for purposes that otherwise require significant safety precautions (e.g. uses of the Platform Products in connection with operation of emergency services, air traffic control, mass transport systems, or nuclear facilities).

## 26. WHEELERDOCS ZONES SPECIFIC TERMS

If you are purchasing the WheelerDocs infrastructure product that enables the storing of Content in specific Location(s) and by specific Service Provider(s) ("**WheelerDocs Zones**"), the following additional terms in this Section apply to you.

Subject to the terms in this Section and a purchase of a WheelerDocs Zones account for each user, WheelerDocs agrees to store your Content in the specific geographic location(s) named at the time of purchase ("**Location(s)**") and with the entities providing the geographic storage of Content as named at the time of purchase ("**Service Provider(s)**").

You understand and agree that: (a) by utilizing WheelerDocs Zones, the terms of this Section 26 supersede and replace any and all provisions in these Terms regarding the location of Content storage and related controls (but only those terms); (b) the applicable Service is provided from the United States and that for WheelerDocs Zones, while the Content will be stored and may be partially processed in the Location(s), some processing and metadata storage and processing may continue to be provided from the United States; (c) it is only the Content generated after your purchase and provisioning of WheelerDocs Zones that will be stored in the Location(s) selected at the time of purchase; (d) certifications of Service Provider(s) may vary based on selected Service Provider(s) and Location(s); and (e) it is your responsibility to configure and properly utilize the applicable Service and WheelerDocs Zones to address your obligations related to data types and data residency obligations.

In order to maintain WheelerDocs's obligations to you for the provision of WheelerDocs Zones, you acknowledge and agree that WheelerDocs may change the Service Provider(s) at any time

during your Subscription Plan. WheelerDocs agrees to provide you with at least thirty (30) days prior written notice of such change in Service Provider prior to implementation unless such change is necessary to prevent imminent harm to you, WheelerDocs, or the Services, in which case WheelerDocs will notify you as soon as reasonably practicable thereafter.

## **27. TRAINING OR CONSULTING SERVICES**

**27.1 Consulting Services.** In the event you order any professional, educational, operational or technical services (collectively, “**Consulting Services**”), the nature, details and duration of the Consulting Services will further be described in the datasheet or statement of work which is referenced.

**27.2 WheelerDocs Materials and WheelerDocs Tools.** WheelerDocs shall own all rights, title and interest in and to the documentation, templates, training materials, recordings and other items (collectively the “WheelerDocs Materials”) WheelerDocs may provide to Customer as part of this consulting services engagement (including any intellectual property rights therein, but excluding any Customer Confidential Information and Customer logos and trademarks that may be included in the WheelerDocs Materials, collectively, “Customer Property”). WheelerDocs shall have the right to use any such Customer Property solely for the purpose of providing the consulting services to Customer as set forth hereunder. During the term specified in the applicable Order, WheelerDocs hereby provides Customer with a royalty free, limited, non-exclusive, non-sublicensable, non-transferable and terminable license to use such WheelerDocs Materials solely for Customer’s internal operations in connection with its authorized use of the WheelerDocs Service. Nothing herein shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise (“WheelerDocs Tools”) used by WheelerDocs to develop the WheelerDocs Materials, and to the extent such WheelerDocs Tools are delivered with or as part of the WheelerDocs Materials, they are licensed, not assigned, to Customer, on the same terms as the WheelerDocs Materials.

**27.3 Consulting Services Warranty.** In regard to Consulting Services only, WheelerDocs warrants that: (a) it and each of its employees, consultants and subcontractors, if any, have the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Consulting Services in accordance with the applicable datasheet or statement of work; and (b) the Consulting Services will be performed in a professional and workmanlike manner in accordance with industry standards and in accordance with the scope of services outlined in the applicable datasheet or statement of work. You acknowledge that WheelerDocs’s ability to successfully perform the Consulting Services is dependent upon your provision of timely information, access to resources, and participation as outlined in the applicable Consulting Services. If through no fault or delay of yours the Consulting Services do not conform to the foregoing warranty, and you notify WheelerDocs within seven (7) calendar days of WheelerDocs’s delivery of the Consulting Services, WheelerDocs will re-perform the non-conforming portion(s) of the Consulting Services at no additional cost to you.

## **28. GENERAL TERMS**

**28.1 Severability; Entire Agreement.** These Terms apply to the maximum extent permitted by relevant law. If a court holds that we cannot enforce a part of these Terms as written, you and we will replace those terms with similar terms to the extent enforceable under the relevant law, but the rest of these Terms will remain in effect. This is the entire contract between you and us regarding the Service. It supersedes any prior contract or oral or written statements regarding your use of the Services.

**28.2 Assignment and transfer.** We may assign, transfer, or otherwise dispose our rights and obligations under this contract, in whole or in part, at any time without notice. You may not assign this contract or transfer any rights to use the Service, unless we provide written consent for you to do so.

**28.3 Independent Contractors; No third-party beneficiaries.** WheelerDocs and you are not legal partners or agents; instead, our relationship is that of independent contractors. This contract is solely for your and our benefit. It is not for the benefit of any other person, except for permitted successors.

**28.4 Waiver.** The failure of either of us to insist upon or enforce strict performance of any of the provisions of these Terms or to exercise any rights or remedies under these Terms will not be construed as a waiver or relinquishment to any extent of such right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same will remain in full force and effect, unless expressly waived in writing.

**28.5 Government Terms.** If Customer is a government entity, the customer acknowledges that elements of the WheelerDocs Service constitute software and documentation and are provided as “Commercial Items”

**28.6 Mobile restrictions.** The Service is available on mobile devices. Do not use the Service in a way that distracts you and prevents you from obeying traffic or safety laws, or that may put the physical safety of others in danger.