TERMS OF SERVICE – *PER DOCUMENT SUBSCRIPTION*

Last update: 06/07/2022

Version: 1.0

IMPORTANT: BEFORE USING THE DOCDIGITIZER SERVICE, PLEASE READ THIS AGREEMENT CAREFULLY

These Terms of Service constitute an agreement (this "**Agreement**") by and between **IMP - INTELLIGENT MORPHING PORTALS, LDA.**, a company incorporated and existing under the laws of Portugal, with the company no. 514165146, with registered office at Parkurbis, Zona Industrial Tortosendo, 6200-823 Tortosendo, Portugal, (hereinafter "**DocDigitizer**" or "**Service Provider**") and the company or the individual executing this Agreement (hereinafter "**Client**"). This Agreement is effective as of the date Client pays the Per Document Plan. Client's use of and Service Provider's provision of Service (as defined below in Section 1.8) are governed by this Agreement.

This Terms of Service, including its Appendix (Appendix 1 – Service Level Agreement), together with the *Per Document Data Protection Agreement*, incorporate the terms on subscription, billing, and payment procedure for the use of "Per Document Subscription" model of DocDigitizer Service's Software.

THE CLIENT ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON CLIENT'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND CLIENT TO THESE TERMS AND CONDITIONS.

1.   **DEFINITIONS**

For the purposes of this contract, the following terms have the definition and scope referred below:

1.1.   **Access Address:** Website address (https://portal.docdigitizer.com/ or other) to be granted by the service provider.

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www.docdigitizer.com | info@docdigitizer.com

1.2. **Access to Software:** The software is accessed by the user (client) through the Internet accessed by any browser or through API (application programming interface).

1.3. **API Key:** A unique identifier used to authenticate a user and/or software for the use of the DocDigitizer's API.

1.4. **Ownership of the Software**: The software is owned by the service provider.

1.5. **Package:** the subscription purchased by the User which includes a limited amount of credits to be processed monthly in a maximum speed limit for processing and a maximum data delivery time under a fee established on the Price List.

1.6. **Per Document Subscription**: subscription of DocDigitizer's Service that can be acquired for days, months or annually, depending on the User's needs, and which price depends on the number of documents to be processed combined with the agreed maximum Data Processing Lead Time (SLA).

1.7. **Price Table:** the terms and conditions concerning accuracy, number of documents and price per month.

1.8. **Service**: Refers to the DocDigitizer's data extraction Service, which is provided in SaaS (software as a service) model.

1.9. **Service Level Agreement or SLA**: Is the agreement between DocDigitizer and the Client, where the availability ("Service Level") of the Service is defined. It constitutes part of this document as Appendix 1. In case of contradiction between the terms of the SLA and those of this Terms of Service, the terms of the SLA shall prevail.

1.10. **Service Payment:** The client pays a rental fee for using the software for a contracted period of time.

1.11. **Service Provider:** IMP - Intelligent Morphing Portals, Lda. (DocDigitizer).

1.12. **Software**: DocDigitizer's software.

1.13. **Software Location:** The software is installed on the service provider's server.

1.14. **User**: The client (company or individual who contracts access to the Service).

1.15. **User Account:** The user's email address.

2. SCOPE OF SERVICE

2.1. **Scope:** DocDigitizer grants its Clients a limited, non-exclusive, revocable, and non-transferable authorization to the DocDigitizer Service, subject to acceptance and compliance with the terms of service defined herein.

2.2. **Changes**:

2.2.1. DocDigitizer may update these Terms and will notify you when it does. Such change will be communicated to the user via e-mail and will be taking effect from

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the first day of the month following the respective communication. If you do not agree with the changes, the user will have the right to stop using the DocDigitizer software at the end of the month in which he has been notified, without any penalty or compensation. Once the changes take effect, the use of the service by the User will be considered as an expression of the acceptance of such changes.

2.2.2. DocDigitizer may also add new features or updates its Service as well as alter the design of existing features at any time without notice.

2.2.3. DocDigitizer also reserves the right to remove or amend features due to security reasons or to fulfil a new legal obligation and will notify you when it does as well as the date that changes will come into force.

2.2.4. If DocDigitizer changes removes any feature and section 2.2.3 is not applicable, such changes will be communicated to the user via e-mail and will be taking effect from the first day of the month following the respective communication. If you do not agree with the changes, the user will have the right to stop using the DocDigitizer software at the end of the month in which he has been notified, without any penalty or compensation. DocDigitizer will reimburse you in case you already paid any amounts in advance. Once the changes take effect, the use of the service by the User will be considered as an expression of the acceptance of such changes.

2.3. **Limits**: In order to guarantee the quality of service and the stability of the operation, DocDigitizer may impose limits on the use of the Service, including limits on the size of documents, the definition of maximum upload and download rates, and the definition of the order expiration time or the persistence of orders**.**

2.4. **Cancellation**: The violation of any of the conditions established in the present terms of service gives DocDigitizer the right to temporarily or permanently suspend the use of the Service.

2.5. **Responsibility**: The User accepts and agrees that DocDigitizer cannot be held responsible for any content that is uploaded to DocDigitizer's software.

2.6. **Accommodation and Infrastructure**: The User understands that the DocDigitizer Service is provided in a SaaS model supported by DocDigitizer's technological infrastructure. DocDigitizer is solely responsible for the management of the infrastructure supporting its service.

3. SUBSCRIPTION MODELS.

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3.1. DocDigitizer's service can be acquired is a subscription service that can be acquired days, months or annually, which model depends on the User's needs, being **the present Agreement only applicable to Per Document Subscriptions**.

3.2. The User understands that the definition of the type of documents processed, and the data model is made according to the Client's instructions and agreed upon by both parties. All documents and/or data outside of the agreed scope are not subject to any level of service even if they are considered for accounting purposes (billing and/or credit consumption).

3.3. The User acknowledges that, once the data is extracted and delivered to the Client, DocDigitizer will not keep in their possession the data related to the documents and files uploaded by the User. Unless otherwise agreed between the parties, all documents, files and concerning data will be deleted once the data is extracted and delivered.

4. TERMS OF USE

4.1. The Client expressly understands and accepts that DocDigitizer cannot be held responsible, in any way, for damages of any kind resulting from the use of the Service by the User, or by third parties who access the User's data through the software.

4.2. DocDigitizer reserves the right to temporarily suspend access to the Service (or any part of it) at any time, with or without notice.

4.3. DocDigitizer may suspend the Service or part of it whenever it detects the need to change or correct the software and will inform the user of this fact by any reasonably understandable means. The User expressly accepts that DocDigitizer will automatically provide these changes and corrections as part of the Service.

4.4. In the event that the Service is permanently discontinued, DocDigitizer will inform the User of this fact with at least 120 days' notice of the effective date.

4.5. During the notice period, the Client is responsible for removing all of their information from the system. After the account is closed, DocDigitizer will proceed with the definitive and irreversible elimination of all existing data in the application, except as provided in the following paragraph.

4.6. DocDigitizer will not be responsible, towards the User or to third parties, for any damages that may result from termination or suspension of the User's account and/or access to the Service.

4.7. DocDigitizer licensing will only be activated after a good collection.

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5. THE USE OF THE *PER DOCUMENT SUBSCRIPTION*

5.1. The subscription of DocDigitizer's Service under the model of "Per Document Subscription" is made on DocDigitizer's website, by fulfilling a form with all the relevant information and its confirmation is sent to email indicated by the Client.

5.2. The User expressly understands and accepts that the data from the processed documents will only be available after a previously defined maximum processing time and considering the calendar of public holidays in Mainland Portugal and opening business hours from 9 AM to 6 PM Monday to Friday.

5.3. The User expressly understands and accepts that the data of the documents processed by the OCR will have the minimum degree of precision agreed between the Parties on the subscription plan, without considering any rejected documents.

5.4. The User expressly understands and accepts that the processed documents may be rejected by DocDigitizer's Service for the following reasons:

5.4.1. When it is not possible to assign a document type classification consistent with what has been defined and approved in the commercial proposal **(Reason: Document not included in your subscription)**.

5.4.2. If the document has signs of alteration of the original data in any of the fields that are needed to validate the document (**Reason: Forged document**).

5.5. The User expressly understands and accepts that rejected documents are considered for the purpose of consuming credits.

5.6. The User expressly understands and accepts that whenever the same information is presented in a document in different forms or formats, the DocDigitizer Service does not ensure that the returned data is consistent between documents of the same type.

5.7. The error report related to non-compliance with the points described above is the sole responsibility of the User and should be reported via email to sales@docdigitizer.com, attaching all relevant information for analysis.

5.8. Every time the User exceeds the number of documents agreed in this Subscription Plan, the User will pay "*a la carte*" credits (€1,20 per document exceeding what the User subscribed).

8. ACCOUNT'S TERMS OF USE

8.1. To subscribe to the Service, the User must indicate their full identification (name or company name, address or registered office, and tax number), a valid e-mail address, and any other additional information requested by DocDigitizer.

8.2. The login account can only be used by one user, and it is not allowed to share a single login with several people.

8.3. The User is exclusively responsible for maintaining the security of their account, API key, and personal password. DocDigitizer will not be held responsible for any loss or damage resulting from failure by the User or failure to comply with this security obligation.

8.4. When disclosing information generated in the software, the User declares to be the owner of such content, exempting DocDigitizer from any and all responsibilities whatever their nature, namely fiscal or parafiscal.

8.5. The User cannot use the Service for any illegal, unlawful, fraudulent, or unauthorized purposes.

9. PAYMENT TERMS, REFUND, UPGRADE, DOWNGRADE

9.1. The prices of the DocDigitizer Service are released on request directly to the Client.

9.2. The renewal prices for the DocDigitizer Service are released on request directly to the Client.

9.3. Payment for the Service will be made by credit card according to the modalities provided by DocDigitizer.

9.4. The price of the Service is charged in advance, according to the contracted frequency, and is non-refundable.

9.5. All DocDigitizer subscriptions are automatically renewed on the last day of the contract based on the same period and maximum monthly volume contracted as according to section 14.2., applying the price list in place.

9.6. The User expressly understands and accepts that it is their responsibility to actively manage their subscription, ensuring active control of their consumption of documents to be processed.

9.7. The User expressly understands and accepts that it is their responsibility to request the cancellation, downgrade, or upgrade of their service from their account manager.

9.8. DocDigitizer reserves the right to cancel the subscription for non-payment. After cancelling the subscription, the User is subject to the price list in effect at the time of reactivation.

9.9. DocDigitizer reserves the right to change the price list and service model without prior notice. The User is subject to the price list and service model in effect at the time of each subscription renewal.

10. INTELLECTUAL PROPERTY RIGHTS

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10.1. All intellectual property rights relating to and on any elements of the service are reserved to DocDigitizer, in accordance with the legislation on the legal protection of computer programs and the Code of Copyright and Related Rights (CDADC).

10.2. As holder of the intellectual property rights, DocDigitizer may reproduce, modify, commercialize the service, when, for the purposes and by the means or media it deems best.

10.3. The user is not granted, within the scope of the use of the service, any type of copyright in their favour, since that it is only granted the right to use it in the terms agreed upon by DocDigitizer, not resulting in any transfer of property regarding any content, technology and/or software.

10.4. The corporate names, trademarks, as well as any distinctive signs reproduced in the Service are protected under the terms of the legal provisions applicable to industrial property and are also the property of DocDigitizer. The reproduction or representation of all or part of these distinctive signs is strictly prohibited and must be subject to prior written authorization from DocDigitizer.

11. WARRANTIES, LIMITED LIABILITY, AND INDEMNITIES

11.1. The User takes on their own risk when using the Service. The Service is provided "as is" and "as available."

11.2. Technical support is provided via email to users and active account holders.

11.3. The Service is provided over the Internet. For this reason, DocDigitizer is not responsible for any lack of connectivity or the inherent possibility of it not being accessible.

11.4. The Service Provider makes no warranties, either express or implied, including without limitation any implied warranty of fitness for a particular purpose. Without limiting the generality of the foregoing, provider has no obligation to indemnify, defend, or hold harmless the Client, unless this agreement specifically provides for such an indemnity.

11.5. The Service Provider does not warrant that the Software will perform without error or that it will run without immaterial interruption. The Service Provider gives no warranty regarding, and will have no responsibility or liability for, any loss arising out of a modification of the Software made by anyone other than the Service Provider, unless the Service Provider approves such modification in writing.

11.6. The Service Provider will have no responsibility or liability for the accuracy of data uploaded to the System by the Client, including without limitation Client Data and any other data uploaded by Client's users.

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11.7. The Service Provider provides no warranties, express or implied, with regard to third party components, and the Service Provider will not be liable for any failure of any third-party component to function as expected or intended.

11.8. The Client warrants that he is not infringing third party rights when using DocDigitizer's Service.

11.9. The Client is solely responsible for the results and performance of the product. In no event will DocDigitizer be liable to the Client or any other individual or legal person for any incidental, special, consequential or any other indirect damages, including, but not limited to, lost profits, loss or destruction of data or other economic or commercial loss, even if DocDigitizer has been notified of the possibility of such damages, or that the occurrence of such damages is foreseeable. Under no circumstances will the DocDigitizer be responsible for claims promoted by third parties. The total liability of DocDigitizer and its Partners to the Client, shall not exceed the amount that the Client paid for the Service.

11.10. The limitations of liability contained in the previous paragraph shall apply even if the breach or alleged breach consists in the violation of a fundamental condition or term or constitutes a serious breach of the terms of this contract.

12. CONFIDENTIALITY, PRIVACY AND PERSONAL DATA PROTECTION

12.1. **Confidential Information:** DocDigitizer and its clients will be able to exchange confidential information with each other. Confidential information means any information (written, oral, electronic, or other) related to technology, professional secrets, technical or business knowledge, business plans or strategies, Clients, prices, and any other information explicitly classified as confidential by any of the parties.

12.2. **Protection of Confidential Information:** DocDigitizer and its Clients are committed to the following:

   a. Not access or use any confidential information other than what is strictly necessary to comply with the terms of the service.

   b. The parties may, by mutual agreement and in compliance with the terms of the service, use confidential information for other purposes.

   c. Both parties endeavour to ensure the safeguard and protection of confidential information in order to prevent undue access or use of it.

   d. Both parties will promptly notify the other whenever any access or disclosure of confidential information is detected, as well as take organizational and technical measures to prevent future improper access.

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12.3. Data Persistence: The User expressly understands and accepts that DocDigitizer will not keep in their possession the data related to the documents and files uploaded by the Client from the moment the data extraction is delivered to the Client.

12.4. Data Elimination: The User expressly understands and accepts that DocDigitizer, after the defined period, will permanently delete that user's data and documents. **DocDigitizer** is available, at the Client's request, to delete executed transactions via API, allowing for the elimination of data and documents.

12.5. Data Processing:

12.5.1. The User expressly understands that all the transaction data can be viewed by the DocDigitizer curation team in order to guarantee the quality of the service and the contracted service levels.

12.5.2. The User expressly understands and accepts that DocDigitizer may, temporarily or permanently, subcontract to support the data validation process.

12.5.3. DocDigitizer is committed to applying the privacy and security rules that it applies to its internal team to any subcontractors.

12.6. Processing Location: DocDigitizer has several data processing centres, and the User must, at the time of signing the contract, explicitly indicate if they have any geographic restrictions for the treatment and storage of their data.

12.7. Personal Data Protection: DocDigitizer undertakes to act in compliance with the applicable legislation on personal data protection (Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data - "GDPR"), complying with all requirements and ensuring the security of personal data as well as the enforcement of the rights of the data subjects. DocDigitizer implements the appropriate technical and organizational measures for the protection of personal data processed in the framework of the contracted service provision. Considering the obligation set out in Article 28 of the GDPR, the parties will enter into a Data Processing Agreement ("DPA"), which specifies the terms and conditions of processing and storage of personal data processing. In the event of a conflict between any provision in the DPA and any provision in the Agreement or its appendices, the DPA shall prevail.

13. FEEDBACK

DocDigitizer has not to and does not agree to treat as confidential any Feedback (as defined below) provided by the Client, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict DocDigitizer's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Client.

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Notwithstanding Section 12 (Confidential Information), Feedback will not be considered Client's Confidential Information or its trade secret. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Provider's products or services. Feedback does not include any suggestion or idea to the extent that it solely addresses Client's products or services.)

14. TERM AND TERMINATION

14.1. The service comes into force on the date the Client pays for it and will remain in effect until the expiration of its term – depending on the subscription requested, so the Client is not due any return of funds if decides to give up the use of the service during its term.

14.2. The Agreement will automatically renew for successive periods on the last day of the contract based on the same period and maximum monthly volume contracted unless the Client notifies DocDigitizer of its intent not to renew 7 (seven) or more days before any renewal date.

14.3. Either party may terminate this Agreement within 30 (thirty) days via formal written notice to the other party in the event of a breach of any provision of this Agreement. Such notice by the aggrieved entity shall state the reasons for the breach in sufficient detail to afford the breaching entity an opportunity to remedy the alleged breach ("Notice"). Upon receipt of such Notice, the breaching entity shall have thirty (30) days to resolve the breach, at which time the contract will terminate if the alleged breach is not resolved.

15. NO WAIVER

Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.

16. FORCE MAJEURE

No delay, failure, or default, other than a failure to pay fees when due, will constitute a breach of this Agreement to the extent caused by hurricanes, earthquakes, epidemics, other acts of nature, acts of civil disorder, acts of war, terrorism, acts of governments such as expropriation, condemnation, embargo, changes in laws, and shelter-in-place or similar orders, or other causes beyond the performing party's reasonable control.

17. SEVERABILITY

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If a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to achieve its original effect to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

18. NOTICES AND COMMUNICATIONS

For all legal purposes, the parties adopt as their agreed domicile the domiciles stated when signing this Agreement, and any notification sent to the domiciles stated in it will have the value of effective notification.

19. MISCELLANEOUS

19.1. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.

19.2. DocDigitizer reserves the right to unilaterally modify, in whole or in part, the terms of these Terms of use without prior notice. Any modifications to these Terms of use shall take effect immediately, unless stated otherwise in these Terms of use.

20. APPLICABLE LAW AND JURISDICTION

20.1. The present agreement shall be governed and interpreted exclusively by the application of Portuguese Law.

20.2. For the resolution of any disputes arising from this agreement, the Parties assign exclusive jurisdiction to the District Court of Lisbon, Portugal, with express waiver of any other.

Appendix 1 – SERVICE LEVEL AGREEMENT

Important: This Service Level Agreement is only applicable to clients who are paying for the service to DocDigitizer.

This Service Level Agreement (this "SLA) is incorporated into the Agreement between the Service Provider and the Client (the "Agreement"). Terms used here have the same meaning when used in the Terms of Service.

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1. Definitions

1.1. **Availability Downtime Minute:** a one-minute period during which the Service is unavailable, other than because of errors of the Client or its agents or failures of software or equipment operated by the Client or under its control. Does not include (a) Schedules Maintenance; or (b) failures due to Force Majeure (as defined in Section 16 of the Agreement).

1.2. **Credit:** a credit against future service fees. Credits (a) do not apply to other amounts the Client may owe to the Service Provider, (b) apply to outstanding or future invoices only, and (c) are forfeit upon termination of the Agreement.

1.3. **Quarter:** is a calendar quarter during which a downtime has occurred.

1.4. **Quarterly Downtime:** the total minutes of Downtime suffered during a referred quarter.

1.5. **Quarterly Uptime Percentage:** the total number of minutes in the Quarter less Quarterly Availability Downtime divided by the total number of minutes in the Quarter.

1.6. **Scheduled Maintenance:** any period of maintenance on the software, provided that DocDigitizer has given notice to the Client according to section 3 of this SLA.

2. Commitment to the Service Level

DocDigitizer commits to guarantee monthly availability of its service at least 99% uptime, excluding herein the time scheduled for regular maintenance actions, unless otherwise agreed in written with the User.

3. Scheduled and Non-Scheduled Maintenance

Scheduled maintenance is not considered as inactive working time and will take place on Tuesdays and Saturdays from 6pm to 12am (Portuguese time). Scheduled maintenance is communicated according to the notification section mentioned below. DocDigitizer may, if it deems it necessary, carry out unscheduled maintenance and will endeavour to notify the Client in advance.

4. Credit Request

In order to receive a credit based on the commitment made regarding the fulfilment of the service level, the Client must request it by sending an e-mail message to DocDigitizer at Customer-support@docdigitizer.com, within five days before the end of the applicable quarter. Clients who are in breach of their contractual obligations, namely, for lack of timely payment of the retribution due to DocDigitizer are automatically excluded from the possibility of receiving credit. The Service credit is valid for up to one year in relation to the quarter in

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which the credit was issued. DocDigitizer will calculate any failure in the level of Service by using the formula defined in Section 1.5 of this SLA.

5. Updates/Notifications

The service level commitment may be modified by DocDigitizer but will only be effective with the Client if DocDigitizer gives at least thirty days' notice to the Client prior to the date on which the service level changes take effect. Notices will be sufficient if given to a user identified as the administrator of the Client account by email to the registered email address of the Client account.

6. Customer Support

6.1. DocDigitizer provides a customer support service to deal with incidents that call into question the availability of the service.

6.2. When necessary, DocDigitizer will allocate more resources on a timely basis and in accordance with the number of problems reported with high levels of urgency, in order to comply with the times established in its resolution.

6.3. This support service is available during business hours from 9:00 AM to 6:00 PM (DocDigitizer headquarters timezone).

6.4. The initial response consists of a suggestion to solve the problem and / or request for further information or clarification and / or notification of the estimated resolution time.

6.5. All incidents should be communicated via email to Customer-support@docdigitizer.comcustomercare@docdigitizer.com with clear indication of the problem, its priority level, attaching information relevant to analysis, as screenshots and providing a direct contact telephone number to support the incident screening.

All communications shall have delivery receipts, which shall be kept for auditing and supporting claims for reimbursement.

7. Responsible Use Policy

7.1. DocDigitizer's responsible use policy aims to provide a means for DocDigitizer to maintain high level of service taking into consideration a tangible forecast of usage.

7.2. The previous Service Level Commitments are only applicable if this Responsible Use Policy is strictly followed. Any deviation will automatically remove any obligation regarding the Service Level Commitments.

    a. A customer license subscription defines a maximum amount of processing credits per month.

    b. A processing credit is spent when a document is uploaded to DocDigitizer.

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c. The customer may upload a daily maximum of 8% of the total amount of credits available in each month.

d. The customer must ensure that each uploaded document corresponds to one and only one document.

e. Documents should have a minimum readability quality.

f. Cropped and/or incomplete documents will be rejected.

g. Any document with clear signs of forgery will be rejected.

h. If mandatory fields are not present in the document, the document will be rejected.

i. A processing credit is limited to a document with a maximum of 100 pages.

j. In the case of a document with more than 100 pages, one processing credit will be used for each additional 50 pages.

8. Exclusions

8.1. Accounts concerning Beta clients and other experimental, demo and test environments are expressly excluded from this or any other Service level commitment.

8.2. The Service level commitment as set above does not apply to the following issues:

8.2.1. That resulted from client's use of hardware, software, or services not provided by DocDigitizer.

8.2.2. That resulted from the Client failure to use the Service as advised, not following DocDigitizer's instructions, including after DocDigitizer's notification of changes.

8.2.3. When the number of fields sent for extraction is superior to the one previously agreed in the subscription agreement, without prejudice of sections 6.13 and 7.9.

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