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Service Agreement

KAHUA, INC. ("KAHUA") IS WILLING TO PROVIDE THE SERVICE IDENTIFIED BELOW TO YOU THE "CUSTOMER" IF YOU ACCEPT THE TERMS SET FORTH IN THIS ("AGREEMENT"). PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THIS SERVICE OR CHECKING THE "ACCEPT" CHECKBOX, YOU ACCEPT THE TERMS OF THIS AGREEMENT, INCLUDING THE TERMS OF THE DOCUSIGN SERVICES TERMS AND CONDITIONS ATTACHED AS EXHIBIT A.

This Agreement, including any attached Schedules, is effective on the date on which you accept this Agreement ("Effective Date").

1. Definitions. The following definitions (and additional definitions provided in other Sections and Schedules if any) will apply:

- 1.1. "Customer" means the legal entity or individual that enters into this Agreement or submits an Order.
- 1.2. "Customer Content" means Customer created or otherwise supplied text, audio, video, graphics, documents, templates, and other information and data uploaded to or available by means of the Service.
- 1.3. "Customer Data" means data, information or material that is, in the course of utilizing the Service, either: (i) provided or submitted by Customer or any Licensed User to Kahua; or (ii) automatically generated by the Service.
- 1.4. "Licensed Users" means the number of Users paid for by Customer for the Service or the applicable Application set forth on the applicable documentation for that Service or Application order, and such additional Users paid for subsequently and set forth on the applicable Order documentation for such additional Licensed Users.
- 1.5. "Order" means the orders or registration information submitted, or agreed to, by Customer.
- 1.6. "Service" means Kahua's online service ordered by Customer that is provided in accordance with the standard terms of Kahua and the Support Services.
- 1.7. "Support Services" means the standard support services of Kahua.
- 1.8. "Term" means the Initial Term and applicable Renewal Terms as defined in Section 14.1.
- 1.9. "User" means (i) any employee of Customer, or (ii) any other person authorized by Customer to access the Service for purposes of performing services or providing product to Customer who agrees to the applicable end user terms of use from time to time displayed on the Kahua website and have been supplied Licensed User identifications and passwords by Customer (or by Kahua at Customer's request).

2. Customer Use of the Service

- 2.1. Kahua grants Customer a limited, non-exclusive, non-transferable license to access and use the Service during the Term via the Internet under and subject to the terms of this Agreement. Use of the Service will be limited to the number of Licensed Users paid for by Customer. A Licensed User account may not be shared or used by more than one individual User. Customer may add, replace, or delete Licensed Users as often as they want by changing the names of the Licensed Users listed in the account manifest provided in the Service, up to the applicable maximum number of Licensed Users for which Customer has paid and selected. Customer will access and use the Kahua Service hosted by Kahua via an Internet connection. Kahua reserves the right to make changes and updates to the functionality and/or documentation of the Service from time to time, including the removal of functionality in the discretion of Kahua.
- 2.2. Customer is licensed during the Term to store, print, and display the Service and to permit its Licensed Users to access the Service to collaborate and manage its information. Customer shall use the Service only for the internal business uses of Customer as described in this Agreement. No other use of the Service is permitted.
- 2.3. Customer is entitled during the Term to use the Support Services that are applicable to the Service tier chosen and paid for by Customer as shown on the Customer's Order in accordance with the standard services of Kahua.
- 2.4. The Service may include or incorporate software, solutions or services of Third Parties (collectively, "Third Party Solutions"). Notwithstanding anything to the contrary in this Agreement, Kahua does not make any representations or warranties, or assume any liabilities under this Agreement, with regard to any Third Party Solutions. From time to time, these third parties may require Customer to obtain a license for such Third Party Solutions.
- 2.5. Customer represents and warrants that it has, and at all times will maintain at its sole expense, any and all necessary rights and licenses to use the Customer Content or any Third Party Solutions in connection with the Service or otherwise. Kahua shall have no liability with respect to Customer's breach of the foregoing.

3. Fees; Payment

3.1 Customer shall pay the fees and charges of the Service in accordance with the Billable Parameters (described below) of Customer. Customer and its Licensed Users are authorized to use the Service only to the extent Customer has paid the applicable license fees and charges. Such fees and charges will be calculated using the then current rates and charges of Kahua applicable to Customer. Fees and charges will be based on the number of Licensed Users, additional disk storage, and the other parameters set forth in the applicable then-current standard pricing of Kahua ("Billable Parameters"). The maximum disk storage space is specified in the registration process or specified in the standard terms of Kahua. Customer shall pay the applicable fees and charges of Kahua at its then current rates for any usage of the Service that exceeds the Billable Parameters applicable to Customer.

3.2 Kahua will invoice [annually in advance], or as otherwise specified in the Order, for Service fees and charges. Any Excess Charges will be invoiced at the end of the applicable month until those charges are changed by upgrading to a higher level of Permitted Usage and thereafter those charges will be due and payable in advance. All invoices for any fees or charges under this Agreement are due and payable within fifteen (15) days of invoice date. For Customers paying via credit card, Customer's credit card is charged simultaneously with the creation of the Customer's invoice or sales order or upon automatic renewal of the Term. Customer's account will be considered delinquent (in arrears) if payment in full is not received by the due date specified on the invoice. Amounts due are exclusive of all applicable taxes, levies, or duties, and Customer will be responsible for payment of all such amounts. All amounts are payable in United States Dollars. If Customer believes that any specific charge under this Agreement is incorrect, in order to obtain a credit, Customer must contact Kahua in writing within thirty (30) days of invoice date setting forth the nature and amount of the requested correction.

3.3 All fees and reimbursable expenses due to Kahua hereunder are payable as net amounts after gross-up by Customer for any manufacturers' tax, occupational tax, use tax, sales tax, excise tax, value-added tax, luxury and wholesale sales tax, income tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed on Kahua by any governmental authority, or measured by the transaction(s) between Kahua and Customer by any governmental authority. In the event that Kahua is required to pay any such tax, fee or charge, Customer shall immediately reimburse Kahua therefor and indemnify and hold Kahua harmless against such tax, fee or charge, together with all costs, expenses, penalties, interest and monetary correction related to or resulting from the payment of such tax, fee or charge and/or any tax assessment made upon Kahua with respect to such tax, fee or charge or related to any income imputed to Kahua as a result of any of the above mentioned taxes paid by Customer to or for the benefit of Kahua.

3.4 Customer shall pay interest of 1.5% per month (EIGHTEEN (18%) PERCENT PER ANNUM) on any sums not paid when due under this Agreement, or the maximum permitted by law, whichever is less, plus all expenses of collection, including reasonable attorneys' fees and court costs.

3.5 In addition to other applicable remedies, Kahua is entitled to do any or all of the following, upon ten (10) days' written, e-mail or electronic notice, if sums due hereunder from Customer are not paid when due: (i) suspend or terminate Customer's access to the Service, and (ii) terminate this Agreement and the Term. Customer will be charged all applicable fees, including fees for all Licensed Users then authorized, during any period of suspension.

3.6 The maximum disk storage space for data transfer provided to Customer is specified on the Pricing Schedule ("Permitted Usage"). If the amount of disk storage for Customer's use exceeds this Permitted Usage then Customer will be required to automatically upgrade to the higher Service level for Permitted Usage equal to the amount of disk storage required for Customer's use during those prior months and will be charged at the applicable rate stated in the then current Pricing Schedule, based on the amount used during the preceding month and that charge will be applicable to future months remaining in the Term ("Excess Charges").

4. Appropriate Use of the Service

4.1. Customer and its Licensed Users shall use the Service as required by this Agreement. While Licensed Users may be any employees or any other person that Customer authorizes to use the Service for its internal business, Customer shall not sublicense, resell or supply the Service for use in or for the benefit of any other person, organization, entity, business, or enterprise without Kahua's prior written consent.

4.2. Customer agrees not to submit any registration information or any other information or material that is incorrect, illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third party proprietary rights, invasive of personal privacy, or otherwise objectionable (collectively "Objectionable Matter"). Customer will be responsible to ensure that its Licensed Users do not submit any Objectionable Matter. In addition, Kahua may, at its option, adopt rules for permitted and appropriate use and may update them from time to time on the Kahua website. Customer and Customer's Licensed Users shall be bound by, and comply with, any such rules. Kahua is entitled to investigate and audit Customer and the information and material submitted by Customer to verify whether Customer has submitted any Objectionable Matter. Kahua may remove any Customer Data or Customer Content that violates any Kahua rules regarding appropriate use or any Objectionable Matter, but Kahua is not obligated to do so. Customer and Customer's Licensed Users shall comply with all

applicable laws regarding Customer Data and Customer Content and use of the Service, including laws involving private data and any applicable export or import controls, laws or regulations. Kahua is entitled to terminate this Agreement and all rights of Customer to use the Service immediately without notice if the Customer submits any Objectionable Matter or otherwise materially breaches the provisions of this Section 4.

4.3. Kahua is entitled to suspend or terminate immediately without notice any Customer or Licensed User account and access and use of the Service if inaccurate Customer information is submitted or if Customer or Licensed User engages in an activity that is disrupting or causing harm to Kahua or to Kahua's computers, systems or infrastructure or to other parties, or is in violation of this Agreement, Kahua's rules for permitted and appropriate use, or any applicable state or federal laws. Any such violation by Customer will be a material breach of this Agreement.

5. Passwords and Access

Kahua will issue credentials in the form of a unique user identification and a password to authenticate Licensed User's right to access the Service ("User Credentials"). Customer must not allow unauthorized personnel to gain access to the User Credentials. Customer is responsible for all activities that occur under Customer's Licensed User accounts. Customer is responsible for maintaining the security and confidentiality of all User Credentials. Customer agrees to notify Kahua immediately of any unauthorized use of any User Credentials or account or any other known or suspected breach of security.

6. Customer Data and Customer Content

6.1. All Customer Data and Customer Content submitted by Customer to Kahua or to the Service, whether submitted by Customer or by its Licensed Users, will remain the sole property of Customer or such other owner to the full extent provided by law.

6.2. Customer will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of and copyright permissions for all Customer Data and Customer Content. Kahua may use the Customer Data and Customer Content to provide the Service to Customer and for incorporation into the Aggregated Anonymous Data Products. Kahua may aggregate anonymous data, study results and analysis, and activity of Licensed Users for sale to others in aggregated anonymous data products ("Aggregated Anonymous Data Products"). Such Aggregated Anonymous Data Products will be the sole property of Kahua.

6.3. Kahua will make daily differential backups and weekly full backups of Customer Data. Such backups will be stored at a location selected at Kahua's sole discretion.

6.4. Both Customer and Kahua shall have the right to obtain and use Customer Data as necessary or helpful in performing the respective obligations or exercising the respective rights under this Agreement. Accordingly, subject to the terms and conditions of this Agreement, Customer grants to Kahua a non-exclusive license to use, copy, store, transmit and display Customer Data and Customer Content to the extent reasonably necessary to provide and maintain the Service, including without limitation publication of contact information to enable collaboration between customers of the Service. Additionally, Kahua may, and Customer hereby grants to Kahua a non-exclusive, perpetual, irrevocable, worldwide right and license to, (i) use and analyze de-identified Customer Data for analytical purposes; (ii) share and sell aggregated, de-identified Customer Data so long as the use is in compliance with applicable laws; (iii) run reports using Customer Data for internal or external purposes and use (e.g. usage data); and (iv) otherwise use aggregated, de-identified Customer Data for any lawful purpose. Kahua may also use Customer Data to market Kahua and products and services to Customer.

7. Kahua's Ownership

Kahua and its suppliers retain all rights in the Service. This Agreement grants no ownership rights to Customer or any other party. No license is granted to Customer except for use of the Service as expressly stated herein. The Kahua name, the Kahua logo, and the product names associated with the Service are trademarks of Kahua or third parties, and they may not be used without Kahua's or such third party's prior written consent. Subject to the confidentiality restrictions contained in the Agreement, Kahua shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how and techniques used in the course of providing the Professional Services on other engagements.

8. Restrictions on Use of the Service

Customer may not alter, resell or sublicense the Service or provide it as a service bureau. Customer agrees not to reverse engineer the Service or its software or other technology. Customer will not use or access the Service to: (i) build a competitive product or service, or (ii) make derivative works based upon the Service. Customer will not "frame" or "mirror" the Service. Use, resale or exploitation of the Service except as expressly permitted in this Agreement is prohibited. If Customer believes that they are entitled to reverse engineer the software related to the Service because of rights that may be granted as a matter of local law, such as the Council Directive of 14 May 1991 of the Council of the European Communities (as amended), Customer shall first request the technical information from Kahua, that such technical information shall be used only for the purposes of ensuring "interoperability" and compatibility, that the technical information will be considered Confidential Information (as defined below) and treated as such according to the terms set forth in this Agreement. Customer acknowledges and agrees

that any reverse engineering of the Service or the software associated with the Service will (i) void Kahua's indemnification obligations to Customer and the warranties granted in this Agreement; and (ii) automatically release Kahua from any obligation to provide Support Services and permit Kahua to terminate this Agreement and all SOWs and all use of the Service by Customer.

9. Warranty Regarding the Service

Kahua warrants that the Service will perform in all material respects to the functionality as described in applicable online user documentation available via Kahua's website. Kahua will repair or provide a workaround for any Kahua Service for which it receives written notice from Customer within thirty (30) days after performance describing a breach of the foregoing warranty, as Customer's exclusive remedy and Kahua's sole and complete obligation with respect thereto.

10. Additional Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Customer represents and warrants that it has not falsely identified itself or provided any false information to gain access to the Service and that Customer's billing information is correct. Any breach of the representation or warranty in the preceding sentence is a material breach of this Agreement and in such event Kahua is entitled to terminate the access and use of the Service by Customer and its Licensed Users immediately without notice.

11. Indemnification

11.1. Kahua will defend, indemnify, and hold Customer (and its officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "Losses") caused by any third party claim, suit, action, or proceeding caused by the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the Service (other than that due to Customer Data or Customer Content). However, this provision does not indemnify Customer against any intellectual property claims related to any deliverables prepared pursuant to a statement of work or professional services, which are based upon specific designs, specifications or other information provided by Customer or performed or created at Customer's authorized direction. In case of such a claim, Kahua may, in its discretion, procure a license that will protect Customer against such claim without cost to Customer, replace the Service with a non-infringing Service, or if it deems such remedies not practicable, Kahua may terminate the Service and this Agreement without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the license fees prepaid for use of the Service not yet furnished as of the termination date. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR INFRINGEMENT OR CLAIMS ALLEGING INFRINGEMENT.

11.2. Customer will defend, indemnify, and hold Kahua (and its officers, directors, employees and agents) harmless from and against all Losses arising out of or in connection with a claim, suit, action, or proceeding by a third party (i) based on the Customer Data or Customer Content, including without limitation any claim, suit, action or proceeding alleging that the Customer Data, Customer Content or other data or information supplied by Customer infringes the intellectual property rights or other rights of a third party or has caused harm to a third party, or (ii) arising out of breach of Sections 4 (Appropriate Use of the Service) or 5 (Passwords and Access) above.

11.3. Customer will defend, indemnify, and hold Kahua (and its officers, directors, employees and agents) harmless from any expense or cost arising from any third party subpoena or compulsory legal order or process that seeks Customer Data, Customer Content and/or other Customer-related information or data, including, without limitation, prompt payment to Kahua of all costs (including attorneys' fees) incurred by Kahua as a result. In case of such subpoena or compulsory legal order or process, Customer also agrees to pay Kahua for its staff time in responding to such third party subpoena or compulsory legal order or process at Kahua's then applicable hourly rates.

11.4. In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("Indemnitee") will provide the indemnifying party ("Indemnitor") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

12. Disclaimers and Limitations

12.1. THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY KAHUA. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN SECTIONS 9 AND 10 ABOVE, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES. KAHUA

DOES NOT WARRANT THAT USE OF THE SYSTEM WILL BE ERROR-FREE OR UNINTERRUPTED. KAHUA IS NOT RESPONSIBLE FOR SOFTWARE, CUSTOMER DATA OR CUSTOMER CONTENT INSTALLED OR USED BY CUSTOMER OR USERS OR FOR THE OPERATION OR PERFORMANCE OF THE INTERNET.

12.2. Except with regard to Customer's payment obligations and with regard to either party's indemnification obligations, in no event will Kahua's aggregate liability exceed One Hundred (\$100.00) Dollars. Except in regard to a Customer breach of Sections 4 or 8, in no event will either party be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage). The foregoing limitations shall not apply to a situation if, and only to the extent that, such contractual limitations cannot under applicable laws limit in such situation the liability of a party.

13. Confidentiality

13.1. "Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates. Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

13.2. Neither party will use the other party's Confidential Information except as reasonably required for the performance of this Agreement. Each party will hold in confidence the other party's Confidential Information by means that are no less restrictive than those used for its own confidential materials, but in no event less than reasonable care. Each party agrees not to disclose the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for three (3) years after the termination or expiration of this Agreement, provided the obligations for information that is a trade secret shall continue so long as the information continues to be deemed a trade secret under applicable law or otherwise subject to reasonable secrecy efforts.

13.3. Upon termination or expiration of this Agreement, except as otherwise agreed in writing or otherwise stated in this Agreement, each party will, upon the request of the disclosing party, either: (i) return all of the other party's Confidential Information; or (ii) destroy all of the other party's Confidential Information. The receiving party will then, at the request of the disclosing party, certify in writing that no copies have been retained by the receiving party, its employees or agents.

14. Term and Termination

14.1. The Term of this Agreement will begin on the Effective Date and will end at the end of the Initial Term specified by Customer in the Order, counted from the Effective Date ("Initial Term"). This Agreement will automatically renew for successive renewal terms of one (1) year each (each a "Renewal Term") beginning at the end of the Initial Term, unless Customer or Kahua provides notice of termination not less than ninety (90) days before the end of the Initial Term or current Renewal Term, as applicable. Applicable pricing for the Renewal Term will be the applicable fees and charges under the then current standard pricing of Kahua.

14.2. Kahua, in its sole discretion, MAY SUSPEND OR TERMINATE CUSTOMER'S USERNAME AND PASSWORD, ACCOUNT, AND USE OF THE SERVICE or terminate this Agreement and the Term, or both, if Customer materially breaches this Agreement and such breach has not been cured within 10 days of electronic or written notice of such breach ("Breach") by giving written notice to Customer at least thirty (30) days prior to the effective date of suspension or termination, except that notice and a cure period will not be required with respect to termination pursuant to Sections 3.5, 4.2, 4.3, or 8.

14.3. In the event that this Agreement is terminated (for any reason), Kahua will, within thirty (30) days of a Customer's request, and at Customer's cost, make available one backup of the Customer Data in Kahua's standard format. Customer agrees and acknowledges that Kahua has no obligation to retain and may delete Customer Data that remains in Kahua's possession or control more than ninety (90) days after termination.

14.4. Customer shall pay an Early Termination Fee if the Initial Term or a Renewal Term is terminated by Customer for any reason or by Kahua based on Breach by Customer prior to the end of the Initial Term or Renewal Term. The "Early Termination Fee" is calculated as the remaining months of the current Initial Term or Renewal Term multiplied by the applicable monthly Licensed User fees and charges under the then current standard pricing of Kahua plus any other outstanding fees or amounts due.

14.5. The following provisions will survive termination: all definitions, Customer's accrued financial obligations, the license to Customer Data to the extent reasonable for Kahua's discharge of its post-termination obligations, and the following Sections and paragraphs: 1 (Definitions), 3 (Fees; Payments), 6.4, 7 (Kahua's Ownership), 8 (Restrictions on Use of the Service), 11 (Indemnification), 12 (Disclaimers and Limitations), 13 (Confidentiality), 14 (Term and Termination), 15

(Notice), 17 (Dispute Resolution and Arbitration), 18 (Export) and 19 (Miscellaneous).

15. Notice

Customer shall provide Kahua in writing with accurate billing and contact information as Kahua may reasonably require, including Customer's legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact, as well as the name, Licensed User name of the Customer's representative designated by Customer as authorized to create Licensed User accounts, administer Customer's use of the Service and otherwise represent Customer for the purpose of this Agreement. Customer agrees to accurately update this information promptly by means of e-mail to sales@kahua.com, and in any case within 15 days, if there is any change. Kahua may give notice by means of electronic mail to Customer's e-mail address on record in Customer's account or by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account. Such notice will be deemed to have been given upon the expiration of 36 hours after mailing (if sent by first class mail) or sending by courier or 12 hours after sending (if sent by e-mail), or, if earlier, when received. Customer may give notice to Kahua by sending an e-mail to sales@kahua.com. A party may, by giving notice, change its applicable address, e-mail, or other contact information.

16. Assignment

This Agreement may not be assigned or transferred by Customer without the prior written approval of Kahua. A change in control of ownership of fifty percent or more of the equity interests of Customer shall be deemed a transfer. Kahua may assign, delegate, sublicense, or transfer this Agreement, in whole or in part, at will and without notice to Customer. Any purported assignment in violation of this Section will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

17. Dispute Resolution and Arbitration

17.1. If any dispute, claim or controversy relating in any way to this Agreement (a "Dispute") cannot be settled within sixty (60) days of written notice being served by a party on the other party, the parties agree that the Dispute will be settled by arbitration in English in accordance with the Commercial Arbitration Rules of American Arbitration Association ("Rules") in Atlanta, Georgia, with judgment upon the award rendered by the arbitrator to be entered in any court of competent jurisdiction. The arbitrators may award attorneys' fees and costs to the prevailing party.

17.2. Notwithstanding the foregoing, either party may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim, conservatory or equitable relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrator(s).

18. Export

Customer will ensure the Service or associated software is not exported or re-exported (whether by access of the Service or associated software or otherwise) or otherwise used for the benefit of or on behalf of, directly or indirectly, in violation of applicable law. Customer will comply with the terms of all applicable export laws, licenses or other approvals. Customer shall pay all costs of obtaining any licenses or approvals for any export or import performed or to be performed by Customer.

19. Miscellaneous

19.1. *Choice of Law; Jurisdiction.* This Agreement will be interpreted fairly in accordance with its terms, without any strict construction in favor of or against either party and in accordance with the laws of the State of Georgia and applicable United States federal law. Except as provided in the arbitration clause, each party consents to the jurisdiction and venue of the state and federal courts located in the metropolitan area of Atlanta, Georgia, United States, which will have jurisdiction and venue over any dispute or controversy arising from or relating to this Agreement or its subject matter. The English language version of this Agreement shall govern and control if any translations are made of this Agreement in a language other than English. Customer agrees to correspond in English. The United Nations Convention on Contracts for the International Sale of Goods shall not apply in any respect to this Agreement.

19.2. *Monetary References.* All prices referenced in this Agreement and in any exhibit, amendment and/or addendum hereto are to United States dollars, and Customer agrees to pay all fees and reimbursable expenses to Kahua in U.S. dollars

19.3. *Severability.* If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

19.4. *No Agency.* No joint venture, partnership, employment, or agency relationship exists between Customer and Kahua as a result of this Agreement or use of the Service.

19.5. *No Waiver.* The failure of Kahua to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Kahua in writing.

19.6. *Force Majeure.* Except for the payment by Customer, if the performance of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such to the extent that it is prevented, hindered or delayed by such causes.

19.7. *Entire Agreement.* This Agreement, all Orders, SOWs, and each end user terms of use agreed to by the Licensed Users (whether electronically or otherwise) constitute the entire agreement between the parties with respect to the subject matter herein. No amendment to or modification of this Agreement will be binding unless agreed to in writing.

19.8. *Application Provisions.*

The following terms and conditions ("Application Terms") are applicable if Customer purchases Applications for use together with the Service:

19.8.1. *Applications.* Kahua offers certain products that provide discrete functionality when used in conjunction with the Service ("Applications"). These Applications may be proprietary work of Kahua or may be the proprietary work of third parties who have granted Kahua the right to sublicense the Applications solely for use in conjunction with the Service. These Applications may be products (i) intended for installation on a desktop computer, laptop, or mobile device such as a smart phone or tablet (a "Device Application"), or (ii) intended for use with the Service or integrated directly into the Service and only accessed via the Internet without the local installation of any significant amount of computer code (a "Web Application"). These Application Terms are effective as of the day Customer purchases or downloads a Device Application or first accesses a Web Application. Applications may be owned and licensed by Kahua or other third parties that have agreed to offer their Applications for license ("Licensor") with use together with the Service.

Use of Applications will require unique password and identification information for each Licensed User that accesses the Application.

19.8.2. *License to Device Applications.* The license grant set forth in this paragraph shall apply if the Application is intended to be purchased or downloaded by the Customer directly from Kahua and installed and utilized on a desktop computer, laptop, or mobile device (i) through the use of an executable file, (ii) through the functionality of a product such as Microsoft Silverlight, or (iii) through the functionality of an application market integrated into a particular mobile device.

19.8.2.1 Licensor grants to Customer a limited, non-exclusive, non-transferable license to install and use the Application solely for Customer's internal use by the number of devices paid for by Customer at one time and solely in conjunction with Customer's use of the Service.

19.8.2.2 Customer may not (i) install Device Applications on computer products designed to allow simultaneous access by multiple end users, such as those in a server or mainframe environment, or (ii) install Device Applications in a way to allow their utilization by anyone other than a human – computerized utilization of Device Applications is not allowed. Customer is responsible for ensuring that Customer has appropriate hardware, software, and connectivity to enable a Device Application to function in accordance with the documentation for the Application. Customer is responsible for keeping the Application up to date, including purchasing, downloading and installing any upgrades or new versions that may become available after installation.

19.8.3. *License to Web Applications.* The license grant set forth in this paragraph shall apply if the Application is intended to be accessed by Customer solely through the Customer Service without the local installation of any significant amount of computer code.

19.8.3.1 Licensor grants to Customer a limited, non-exclusive, non-transferable, non-assignable license to access and use the Web Application solely for Customer's internal use during the Term via the Internet under and subject to the terms of this Agreement. Kahua and the applicable owner reserves the right to make changes and updates to the functionality and/or documentation of the Application from time to time, including the removal of functionality in the discretion of Kahua or the owner. Such enhancements may or may not require payment of additional fees. Kahua will maintain the Application on servers or equipment owned or operated on Kahua's behalf. Customer shall not be entitled to receive a copy of any software related to the Application, but rather will access and use the Application via an internet connection upon logging into the Service.

19.8.4. *Payment of Fees.* Customer will be authorized to use the Applications only to the extent Customer has paid the applicable license fees for such use that are applicable to the Application and paid applicable fees and charges of the Service expressed in Section 3 (Payment).

19.8.5. *Warranty and Support.* Kahua provides the Support Services for the Kahua Service. Kahua warrants to Customer that the Kahua Service will materially comply with any specifications or user documentation provided by Kahua to Customer from time to time. Kahua will repair or provide a workaround for any Kahua Service for which it receives written notice from Customer describing a breach of the foregoing warranty, as Customer's exclusive remedy and Kahua's sole and complete obligation with respect thereto. Other than as expressed in this Section 21.8.5, ALL APPLICATIONS ARE PROVIDED "AS IS, WHERE IS". KAHUA PROVIDES NO WARRANTIES, GUARANTEES, CONDITIONS OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR

OTHERWISE, WITH RESPECT TO ANY APPLICATIONS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ERROR-FREE USE, ORIGINALITY, OR FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT ALL APPLICATIONS OPERATE IN ACCORDANCE WITH THEIR DOCUMENTATION AND CUSTOMER'S EXPECTATIONS AND CUSTOMER'S SOLE REMEDY FOR ANY DEVIATION THERETO IS TO SEEK A REFUND FOR APPLICATION FEES DURING THE INITIAL FIVE (5) BUSINESS DAYS AFTER COMMENCING USE OF THE APPLICATION. The owner of the Application may offer updates, patches, or new versions of the Applications from time to time as published on the kStore or separate support services that you can purchase directly from the owner. Customer is responsible to check the kStore or contact the owner directly for any support by accessing the feedback function of the Service or by accessing the support contact information provided in the Service. Kahua does not warrant or support applications made available through the kStore.

19.9. *Conflict.* In the event of any conflict between this Agreement and any Schedule or SOW, the terms and conditions of this Agreement shall govern and control. In the event of any conflict between any Schedule and a SOW, the terms and conditions of the Schedule shall govern and control.

EXHIBIT A

DOCUSIGN, INC.

TERMS AND CONDITIONS FOR RESELLER CUSTOMERS

Click the link below to review the DocuSign Services Terms and Conditions.

<https://www.docusign.com/companycompany/terms-and-conditions/web> (<https://www.docusign.com/company/terms-and-conditions/web>)