

# Services Terms & Conditions



This “DocuDriven Services Terms and Conditions” agreement (“**AGREEMENT**”) is between Pacific Ally LLC, doing business as DocuDriven (“**DocuDriven**”), with its principal offices located at 11700 NE 60th Way, #4A, Vancouver, WA 98682, and the company (“**CUSTOMER**”) signing DocuDriven’s “Test Box Service Proposal” or, “Sales Order Proposal”, or, “Digitization Analysis and Design Proposal” or “Scanning Proposal”, or “Shredding Services Sales Order” or, “Bulk Shredding Services Sales Order”, (hereafter known as “**Proposal**”). This AGREEMENT is effective the date the Proposal is signed.

WHEREAS, CUSTOMER desires to digitize certain of its records or documents and/or desires other related services to help optimize their business processes involving document and data management;

WHEREAS, DocuDriven desires to provide CUSTOMER with records or document imaging services, and/or other related services that help optimize business processes involving document and data management;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth herein, and intending to be legally bound, the parties enter into an AGREEMENT as follows:

1. **Services:** Those services identified on the Proposal (“Services”). If any terms on the Proposal conflicts with the terms of this AGREEMENT, the terms of the Proposal will control. DocuDriven will commence Services in accordance with a signed Proposal.
2. **Pricing/Schedule of Charges:** The prices CUSTOMER agrees to pay DocuDriven for Services shall be set forth in the signed Proposal.
3. **Payment Terms For Products and Services:** CUSTOMER agrees to pay for all Services based upon the terms found on the Proposal. CUSTOMER further agrees that amounts outstanding over thirty (30) days shall incur a service charge from the thirty first date of 1 ½% per month (18% per year).
4. **Taxes:** CUSTOMER shall be responsible for all sales taxes, use taxes and any other similar taxes and charges of any kind imposed by any federal, state, or local government entity on the transactions contemplated by this AGREEMENT, excluding only taxes based solely upon DocuDriven’s income. When DocuDriven has the legal obligation to pay or collect such taxes, the appropriate amount will be invoiced to and paid by CUSTOMER unless CUSTOMER provided DocuDriven with a valid tax exemption certificate authorized by the appropriate taxing authority.
5. **Term:** The term of this AGREEMENT shall start when the Proposal is signed, through the completion of the Services identified on the signed Proposal. Customer has the right to purchase additional Services as desired. Additional Services will be subject to the current DocuDriven Services Terms and Conditions agreement.
6. **Termination:** This AGREEMENT may be terminated as follows:  
If CUSTOMER fails to make any undisputed payment hereunder, and fails to cure such breach within thirty (30) days after receiving written notice from DocuDriven, then

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DocuDriven may immediately and without further notice, terminate this AGREEMENT and declare all sums due and to become due hereunder, immediately payable.

If either party materially breaches any term or condition of this AGREEMENT and fails to cure such breach within sixty (60) days after receiving written notice of the breach, the non-breaching party may terminate this AGREEMENT on written notice at any time following the end of such sixty (60) day period.

If CUSTOMER elects to terminate this AGREEMENT for any reason, at any time by providing at least thirty (30) days written notice.

Either party may terminate this AGREEMENT immediately upon notice of appointment of a receiver, or an assignee for the benefit of creditors of the other party, or in the event of any insolvency of the other party, except as may be prohibited by applicable bankruptcy laws.

7. **Intellectual Property Infringement.** DocuDriven will indemnify, defend, and hold harmless CUSTOMER, its affiliates, and their respective officers, directors, employees, and agents against all liabilities loss, damage, or expenses (including reasonable attorney's fees), to the extent such liabilities, loss, damage, or expenses are based upon a claim that DocuDriven's Services infringe upon the rights of third parties, including any trademark, copyright, or patent right.
8. **Limits of Liability:** DocuDriven shall have no liability for the loss, damage or destruction of documents or data received from CUSTOMER, except to the extent caused by the gross negligence of, intentional misconduct of, or breach of this AGREEMENT by DocuDriven. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOSS OF PROFITS, BUSINESS INTERRUPTION, COST OF COVER OR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING UNDER THIS AGREEMENT. Each party's liability hereunder shall be limited to its direct damages up to the amount of the fees paid by CUSTOMER to DocuDriven hereunder.
9. **Confidentiality:** Each party (the "**Recipient**") acknowledges that it has or may be exposed to confidential and proprietary information of the other party (the "**Disclosing Party**"). For purposes of this AGREEMENT, "**Confidential Information**" shall mean any confidential or proprietary information of a Disclosing Party that is marked or otherwise designated in writing as confidential or would appear to a reasonably prudent person to be non-public, confidential, or proprietary in nature, and includes, without limitation, trade secrets, technical information, business and product information, and information regarding, third-party suppliers and customers. Confidential Information shall not include (i) information already known or independently developed by the Recipient without reference to the Disclosing Party's Confidential Information; (ii) information in the public domain through no wrongful act of the Recipient; (iii) information received by the Recipient from a third party who was free to disclose it without obligation to the Disclosing Party or any third party; or (iv) information disclosed by the Recipient as required by law, provided that the Recipient provides the Disclosing Party with prior notice in sufficient time before disclosure, so that a reasonable protective order may be sought. Except as expressly authorized by the Disclosing Party the Recipient shall not disclose the Disclosing Party Confidential

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Information to any person or entity, except to the Recipient's employees or agents having a "need to know", and shall not use the Disclosing Party's Confidential Information for purposes other than performing this AGREEMENT. The Recipient and its personnel shall use at least the same degree of care in safeguarding the Disclosing Party's Confidential Information as the Recipient uses in safeguarding its own confidential information, but in no event less than a reasonable degree of care. The provisions of this Section shall survive the termination or expiration of this AGREEMENT.

10. **Notices:** Any notice, approval, request, authorization, direction, or other communication under this Agreement will be given in writing and will be deemed to have been delivered and given for all purposes upon receipt only when mailed first class mail or by nationally recognized overnight courier service, duly addressed and with proper postage, to the main address of either company. If agreed to by both parties, email is a sufficient communication method.
11. **Assignment:** This AGREEMENT may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld. Notwithstanding the foregoing, CUSTOMER may assign this AGREEMENT in whole to an affiliate, or in connection with the transfer or sale of all or substantially all of its business or business unit to which this AGREEMENT pertains, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this AGREEMENT.
12. **Arbitration:** Any controversy or claim arising out of this AGREEMENT, or alleged breach thereof, shall be settled by binding arbitration by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction.
13. **Attorney's Fees:** If any action is brought to enforce or interpret the terms of this AGREEMENT, whether in court or other tribunal, in each case having jurisdiction, the prevailing party shall be entitled to an award of reasonable attorney's fees and costs in addition to any other relief granted.
14. **No Waiver:** All rights and remedies conferred under this AGREEMENT or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by either party to enforce any provision of this AGREEMENT shall not be deemed a waiver of future enforcement of that or any other provision of this AGREEMENT.
15. **Governing Law:** This AGREEMENT shall be governed by and construed in accordance with the laws of the County of Clark in the State of Washington without regard to its conflict of laws principles.
16. **Parties Relationship:** Nothing in this AGREEMENT shall be construed as creating any joint venture, partnership, or agency relationship between the parties for any purpose whatsoever or as constituting either party as the legal representative, employee, or agent of the other.
17. **Successors and Assigns:** This AGREEMENT shall be binding on and inure to the benefit of the parties, their successors, and permitted assigns.

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- 18. Severability:** If a court or other tribunal, in each case having jurisdiction, holds any provision of this AGREEMENT to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions shall not be affected.
- 19. Change in Scope.** CUSTOMER hereby acknowledges that the rates and charges for the Services within a Proposal are based upon, among other factors, the assumptions set forth on the Proposal. DocuDriven, therefore, reserves the right to change its rates and charges to CUSTOMER in any given Proposal if the Assumptions are materially different than the circumstances presented by the CUSTOMER with prior approval by the CUSTOMER and by amending the Proposal in writing. In the event CUSTOMER requests any change in the Services after signing the Proposal the parties may agree to modify the Proposal to reflect such changes by amending the Proposal in writing. If the changes impact labor, materials, time or other direct or indirect costs, then new prices will be mutually agreed upon by DocuDriven and CUSTOMER. The parties agree that DocuDriven shall not be required to perform any additional or modified Services until such time as the parties shall have executed and delivered to the other written amendments to the Proposal (including its pricing schedule and payment terms) to reflect such additional or modified Services.
- 20. Warranties:** DocuDriven warrants to CUSTOMER that all Services provided hereunder shall be performed in a competent, timely and workmanlike manner and consistent with generally accepted industry standards, and each of DocuDriven' employees, independent contractors or agents assigned to perform the Services shall have the training, background and skills reasonably commensurate with the level of performance required under this AGREEMENT; Except for the foregoing, DocuDriven makes no warranties, including warranties of fitness or merchantability
- 21. Survival:** The terms and provisions of this AGREEMENT that, by their sense and context, are intended to survive the completion or termination of this AGREEMENT shall so survive the completion of performance and termination of this AGREEMENT, including, without limitation, Sections 6 through 23.
- 22. Publicity:** Neither party shall publish any advertising, marketing, sales promotion, or other publicity matter relating to services performed or contemplated by this AGREEMENT wherein the other party, its affiliates, or the names of their respective customers or personnel, are mentioned, without such other party's prior written approval.
- 23. Entire Agreement:** This AGREEMENT, including any signed Proposal, constitute the entire AGREEMENT between CUSTOMER and DocuDriven regarding its subject matter and may be amended only by a writing executed by both. This AGREEMENT supersedes all agreements, proposals, oral or written, and other communications between the parties relating to the subject matter of this AGREEMENT. No amendment or modification to this AGREEMENT and no waiver of any provision shall be valid unless in writing and signed by both parties. If either party issues a purchase order, invoice, sales acknowledgement, memorandum, or other instrument hereunder, such instrument shall be for such party's internal purposes only, and any and all terms and conditions contained therein, whether printed or written, shall not vary, modify, or add to the terms and conditions of this AGREEMENT.