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PDF

ACCESSIBILITY

On Demand

Accessibility On Demand Terms and Conditions



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www.archSCAN.com
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ORGANIZE
DIGITIZE
MANAGE

DOCUMENTS

Terms and Conditions

This agreement constitutes the entire agreement between the parties upon the subject matter covered herein, and all prior agreements, whether oral or written, shall be of no force or effect. This agreement was made in and shall be construed in accordance with the laws of the State of Maryland. This agreement sets forth all the terms and conditions for the provision of services by archSCAN, LLC and archSCAN.

The client agrees to pay all legal fees and costs incurred by archSCAN, LLC to collect monies due under this agreement.

All documents and data will remain the property of archSCAN.

Pricing and Payment Terms

Pricing is valid for ninety (90) days from the date of the last revision of the Statement of Work. Each project is priced based on archSCAN's understanding of the scope and volume of the requirements as presented herein. Changes in that understanding or in the underlying express and/or implicit assumptions related to it may require substantial changes in price and schedule. All changes will be made in writing and agreed to by all parties prior to the commencement of billable work.

- Processing will be performed in accordance with the instructions set forth in this document and the addenda stated herein.
- Pricing is offered as a comprehensive package of services. archSCAN reserves the right to re-price services if the Client decides not to have archSCAN perform certain services that have been quoted.
- Invoicing will be based on the actual number of units multiplied by its unit or hourly rate and totaled.
- Invoicing will be issued throughout the duration of the project in a monthly manner. Invoicing will include all billable work processed up to the date of the invoice, even if that work product has not yet been delivered to the Client.
- Payment for archSCAN services is due within thirty (30) days (***net 30 days***) from the date of invoice.
- The client has thirty (30) days from receipt of a delivery to identify any quality, accuracy, or image file formatting issues unless otherwise noted in the SOW. After this period, a service charge may be applied for corrections. This service charge accounts for reloading the data and/or images onto the system, reallocating staff, etc.
- If the approval for return/shredding exceeds 90 days, a per-box charge of \$10 will be billed.

Note: A W-9 Form and Certification of Liability Insurance will be provided by archSCAN, LLC, Upon Request.



Limits of Liability: archSCAN, LLC shall have no liability for the loss, damage, or destruction of documents or data received from the Client, except to the extent caused by the gross negligence of, intentional misconduct of, or breach of this agreement by archSCAN, LLC.

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 Client to archSCAN, LLC hereunder.

Force Majeure. Any delay or failure of either party to perform its obligations under this Agreement or any SOW will be excused to the extent that the delay or failure was caused by an event beyond such party's control, without such party's fault or negligence, and that by its nature could not have been foreseen by such party or if it could have been foreseen, was unavoidable (which events may include natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (each a "Force Majeure"). archSCAN, LLC will provide the client prompt notice of any event or circumstance that is reasonably likely to result in a Force Majeure and the anticipated duration of such Force Majeure. archSCAN, LLC will use all diligent efforts to end the Force Majeure, ensure that the effects of any Force Majeure are minimized, and resume full performance under this Agreement. During any Force Majeure, the client may, at its option: (i) purchase the Services from other sources without liability to archSCAN, LLC for any additional costs to the Client of obtaining the substitute Services compared to the prices for Services established by this Agreement; (ii) require archSCAN, LLC, to finish products, work in process or parts and materials produced or acquired for work under this Agreement; and (c) require archSCAN, LLC to cause other sources to provide the Services at the price established by this Agreement for the Services. If requested by the Client, archSCAN, LLC will, within ten (10) days of such request, provide adequate assurances that the Force Majeure will not exceed thirty (30) days. If the delay lasts more than thirty (30) days or archSCAN, LLC does not provide such adequate assurances, the client may immediately terminate this SOW.

Refunds and Credits

The Provider's refund and credit policy shall be as follows:

(a) Service Level Guarantees. Provider shall issue refunds or credits if:

- (i) The Platform fails to meet the guaranteed compliance level for the selected service tier, or
- (ii) Customer is charged incorrectly based on their selected service level

(b) Resolution Process

- (i) Provider shall investigate reported discrepancies within five (5) business days
- (ii) Upon verification, Provider shall issue a refund or credit at Provider's discretion
- (iii) Credits shall be applied to Customer's account for future use
- (iv) Refunds shall be processed according to the payment terms of this Agreement

(c) Limitations (i) Claims must be submitted within thirty (30) days of the processing date

- (ii) Provider's total liability for refunds or credits shall not exceed the amount paid for the affected pages



Intellectual Property Rights

Ownership of Intellectual Property Rights. The Provider retains all right, title, and interest in and to the Platform, including all intellectual property rights therein, and any related documentation, materials, or deliverables provided by the Provider to the Customer/Licensee. The Agreement does not grant the Customer/Licensee any ownership rights in the Provider's intellectual property.

License Grant. Subject to the terms and conditions of this Agreement, the Provider hereby grants the Customer/Licensee a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform during the Term, solely for the Customer/Licensee's internal business purposes. The Customer/Licensee shall not sublicense, modify, reverse engineer, or create derivative works based on the Platform.

Customer/Licensee Data. The Customer/Licensee retains all right, title, and interest in and to any data, documents, or materials provided to the Provider for processing through the Platform. The Provider may use and process such data solely for the purpose of providing the Services and shall not acquire any ownership rights in the Customer/Licensee's data.

Feedback and Suggestions. The Provider shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Platform any suggestions, ideas, enhancement requests, recommendations, or other feedback provided by the Customer/Licensee relating to the Platform or Services.

Third-Party Components. The Platform may incorporate or include third-party software or components, which are governed by their respective licenses and terms. The Customer agrees to comply with such third-party licenses and terms.

Indemnification. The Provider shall indemnify, defend, and hold harmless the Customer/Licensee from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from any third-party claim that the Customer/Licensee's authorized use of the Platform infringes or misappropriates any intellectual property rights of such third party. The Provider's indemnification obligations shall not apply to the extent the claim arises from the Customer/Licensee's misuse or unauthorized modification of the Platform.

Confidentiality

Definition of Confidential Information. For the purposes of this Agreement, "Confidential Information" means any information, data, or materials, in any form or medium, that is disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, which is marked or otherwise identified as confidential or proprietary, or which should reasonably be understood to be confidential or proprietary given the nature of the information and the circumstances surrounding its disclosure. Confidential Information includes, but is not limited to, technical information, business plans, financial data, customer information, and any other proprietary or sensitive information related to the Disclosing Party's business, products, or services.



Exclusions. Confidential Information shall not include information that: (i) is or becomes publicly available through no fault of the Receiving Party; (ii) is rightfully known to the Receiving Party prior to disclosure by the Disclosing Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

Non-Disclosure Obligations. The Receiving Party shall: (i) hold the Disclosing Confidential Information in strict confidence and take reasonable precautions to protect such Confidential Information (including, at a minimum, all precautions the Receiving Party employs with respect to its own confidential materials); (ii) not disclose, copy, or otherwise make available any Confidential Information to any third party without the prior written consent of the Disclosing Party; and (iii) not use the Disclosing Party's Confidential Information for any purpose other than as necessary to perform its obligations or exercise its rights under this Agreement. 5.4. Permitted Disclosures. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its employees, contractors, or agents who have a need to know such information for the purposes of this Agreement, provided that such individuals are bound by confidentiality obligations at least as restrictive as those set forth herein.

Return or Destruction of Confidential Information. Upon termination or expiration of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy (at the Disclosing Party's option) all Confidential Information in its possession or control, including all copies thereof, and certify in writing to the Disclosing Party that it has complied with this obligation.

Exceptions. The Receiving Party may disclose Confidential Information if required by law, regulation, or court order, provided that the Receiving Party: (i) promptly notifies the Disclosing Party of such requirement to disclose; (ii) cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy; and (iii) discloses only the minimum amount of Confidential Information necessary to comply with the legal requirement.

Remedies. The Receiving Party acknowledges that any breach of this Confidentiality section may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. In addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief or other equitable remedies to prevent or restrain any breach of this Confidentiality section.

Survival. The obligations set forth in this Confidentiality section shall survive the termination or expiration of this Agreement for a period of five (5) years.

Data Privacy and Security

Data Protection and Compliance. The Parties shall comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and any other relevant state, federal, or international laws and regulations governing the processing of personal data. The Provider shall implement and maintain appropriate technical and organizational measures to protect the security, confidentiality, and integrity of any personal data processed through the Platform. 6.2. Data Processing and Purpose Limitation. The Provider shall process personal data solely for the purpose of providing the Services under this Agreement and shall not use or disclose such data for any other purpose without the prior written consent of the Customer. The types of personal data processed through the Platform may include, but are not limited to, names, contact information, and any other personal data contained within the documents submitted for accessibility processing.



Data Access and Disclosure. The Provider shall ensure that access to personal data is restricted to authorized personnel only and shall not disclose or transfer such data to any third party without the Customer's prior written consent, except as required by law or court order. In the event of a legal demand for disclosure of personal data, the Provider shall promptly notify the Customer and cooperate with the Customer in responding to such demand.

Data Security. The Provider shall implement and maintain appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access. Such measures shall include, but are not limited to, encryption of data in transit and at rest, access controls, firewalls, and regular security audits and vulnerability assessments. The Provider shall have in place incident response and breach notification procedures to promptly notify the Customer of any actual or suspected data breach.

Data Retention and Disposal. The Provider shall retain personal data only for as long as necessary to provide the Services or as required by applicable laws and regulations. Upon termination of this Agreement or upon the Customer's request, the Provider shall securely dispose of or delete all personal data in its possession or control, unless otherwise required by law.

Subprocessors and Third-Party Transfers. The Provider shall maintain a list of critical subprocessors essential to service delivery, including but not limited to artificial intelligence and machine learning service providers. The Provider shall:

- (a) Ensure all subprocessors maintain appropriate data protection standards
- (b) Notify Customer of any material changes to subprocessor relationships
- (c) Obtain Customer consent for any subprocessors handling sensitive personal data beyond standard service delivery requirements

Data Subject Rights. The Provider shall cooperate with the Customer and provide reasonable assistance in responding to requests from data subjects exercising their rights under applicable data protection laws, such as requests for access, rectification, or erasure of personal data.

Audits and Monitoring. The Customer shall have the right to conduct audits or inspections, upon reasonable notice, to verify the Provider's compliance with its data protection and security obligations under this Agreement. The Provider shall cooperate with such audits and provide access to relevant information and systems as necessary.

Indemnification and Liability. The Provider shall indemnify, defend, and hold harmless the Customer from and against any claims, losses, damages, or expenses arising out of or relating to any breach of the Provider's data protection and security obligations under this Agreement, subject to the limitations of liability set forth in this Agreement.

Return or Destruction of Data . Upon termination of this Agreement or upon the Customer's request, the Providers shall securely return or destroy all personal data in their possession or control, unless otherwise required by law. The Provider shall provide written certification of such destruction upon request.

Warranties and Disclaimers

Provider's Warranties. The Provider warrants that: (a) The Platform and its services will perform in accordance with the documentation and specifications provided by the Provider.



Provider's Warranties. The Provider warrants that: (a) The Platform and its services will perform in accordance with the documentation and specifications provided by the Provider.

(b) The Platform and its services will comply with all applicable accessibility standards, including WCAG 2.1 Level AA, PDF/UA, and Section 508, as specified for each service level.

(c) The Provider has the necessary rights, licenses, and permissions to provide the Platform and its services to the Customer/Licensee.

(d) The Provider will use commercially reasonable efforts to ensure the security and confidentiality of the Customer/Licensee's data processed through the Platform.

(e) The Provider warrants that the Assessment Tool used for compliance measurement is an industry-standard tool appropriate for evaluating conformance with Accessibility Standards. The compliance percentage calculation methodology as detailed in Exhibit A provides an accurate representation of a document's conformance to Section 508 requirements through evaluation of both PDF/UA and WCAG 2.1 Level AA standards.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE PROVIDER DOES NOT WARRANT THAT THE PLATFORM OR ITS SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE FROM UNAUTHORIZED ACCESS OR INTRUSION.

Limitation of Liability. (a) IN NO EVENT SHALL THE PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE PLATFORM OR ITS SERVICES, EVEN IF THE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) THE PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CUSTOMER/LICENSEE TO THE PROVIDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Compliance with Laws and Regulations. (a) The Provider shall comply with all applicable laws and regulations related to accessibility, data privacy, and any other relevant areas in the provision of the Platform and its services. (b) The Customer/Licensee shall be solely responsible for ensuring compliance with all applicable laws and regulations in its use of the Platform and its services.

Third-Party Components. (a) The Platform may incorporate or integrate with third-party components or services, including open-source software or external APIs. (b) The Provider does not warrant or guarantee the performance or functionality of any third-party components or services integrated with the Platform.

Remedies. The remedies set forth in this Agreement shall be the sole and exclusive remedies available to the Customer/Licensee for any breach of this Agreement by the Provider.

Governing Law: This agreement shall be governed by and construed in accordance with the laws of the State of Maryland without regard to its conflict of laws principles.

