



STOR/FILE™ 703®

Jan-Jun 2012

BANKERS BOX

archSCAN Terms and Conditions



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 the time stated on the SOW, 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 the time in the SOW, 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.

Warranties: archSCAN, LLC warrants to Client that: (i) all Services provided hereunder shall be performed in a competent, timely, and workmanlike manner and consistent with generally accepted industry standards, and each of archSCAN's 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; and (ii) all Products provided by archSCAN, LLC hereunder will be free from material defects and perform substantially in accordance with their documentation, and archSCAN shall promptly correct any Product errors or malfunctions at no charge to the client, and if archSCAN is unable to correct such errors or malfunctions, then it shall reimburse the client the amounts paid for such Product. Except for the foregoing, archSCAN makes no warranties, including warranties of fitness or merchantability.



Use of Data for AI Model Development: These terms and conditions govern the use of data provided by users for the development of an Artificial Intelligence (AI) model by archSCAN LLC. By using our services and providing data, you agree to these terms and conditions. **Data Collection:** We may collect and process data that you voluntarily provide or generated through your use of our services. **Data Ownership:** You retain ownership and all rights to your data. However, by providing us with data, you grant us a non-exclusive, worldwide, royalty-free license to use, reproduce, adapt, modify, and create derivative works of the data solely to develop and improve our AI model. **Data Security:** We will take reasonable measures to protect your data against unauthorized access or disclosure. **Anonymization:** We may anonymize or aggregate data to remove personally identifiable information for analysis and model development purposes. **AI Model Development—Purpose:** The data will be used solely to develop and improve our AI model. **Access:** Our employees, contractors, or third-party service providers may have access to the data only to the extent necessary for developing and improving the AI model.

Confidentiality Obligation: We will keep your data confidential and will not disclose it to anyone else except as necessary for the purposes described in these terms and conditions or as required by law.

Limitation of Liability—No Warranty: We make no warranties or representations regarding the accuracy, reliability, or completeness of the AI model developed using the data. To the fullest extent permitted by law, we shall not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or in connection with the use of the data or the AI model. **Changes to Terms and Conditions - Modification:** We reserve the right to modify these terms and conditions at any time. Changes will be effective immediately upon posting the revised terms and conditions on our website. **Governing Law—Jurisdiction:** These terms and conditions shall be governed by and construed according to the laws of Maryland. Any disputes arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts located in Maryland. **Contact**

Information: If you have any questions about these terms and conditions, please contact us at archscan@archscan.com. By using our services and providing data, you acknowledge that you have read, understood, and agree to be bound by these terms and conditions. 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.

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.



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 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.

