

Zuva DocAI Widget License Terms and Conditions

Last Updated: July 20, 2022

These Zuva DocAI Widget License Terms and Conditions (together, the “Agreement”) are entered into by and between Zuva Inc., an Ontario corporation (“Zuva”) and the person or entity agreeing to these terms (the “Customer”) and govern Customer’s access to and use of the DocAI widget (the “Widget”).

This Agreement is effective when Customer clicks to accept it (the “Effective Date”). If you are accepting on behalf of a Customer who is not a natural person (such as a corporation), you represent and warrant that (i) you have full legal authority to bind Customer to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of Customer, to this Agreement.

1. What you get

Zuva grants to Customer a limited, non-exclusive, non-transferable, non-assignable and non-sublicensable worldwide license to access and use the Widget for the purpose of trialing DocAI, subject to the usage limitations stated from time to time on Zuva’s website <https://zuva.ai/terms/docai-widget-terms>. Zuva makes no representation of any type (including as to quality, reliability or availability) regarding the Widget.

2. What Zuva can do

The Widget allows the Customer to find information in documents. These can be documents Zuva makes available for the purposes of demonstrating its services or it can be documents of the Customer that the Customer chooses to upload as part of using the Widget to assess these services. Where the Customer provides a document for review via the Widget a) the Customer represents and warrants that it has full authority and permissions to upload such document and use it in connection with the services comprising the Widget without violating any fiduciary duty, duty of confidentiality, contractual obligation or applicable laws and b) the

Customer retains copyright and any other intellectual property rights it has in the document and it grants to Zuva (and its affiliates and contractors) the right to host, reproduce, distribute and communicate the document. In addition, when any such document is uploaded or shared via the Widget with Zuva, the Customer grants Zuva (and its affiliates and contractors) an irrevocable, non-exclusive, worldwide, perpetual, royalty-free license to host, reproduce, distribute, communicate and use the document for the purpose of research and development, including to operate and improve the services and products of Zuva and its affiliates from time to time, and for the development of new technologies and services. This includes using automated systems and algorithms to analyse the content of such documents, including to recognize patterns in the data comprising the document.

3. Termination or modification of terms/Independent terms and conditions

Zuva may terminate or modify this Agreement at any time with or without notice to Customer, including terminating or suspending access to the Widget, in its sole and absolute discretion. This Agreement and any updates to its terms from time to time will be posted on Zuva's website at <https://zuva.ai/terms/docai-widget-terms>. This Agreement applies only to the Customer's use of the Widget and if Customer signs up for a free trial of, or purchases, DocAI, AI Trainer or any other Zuva product or service then any such free trial or purchase will be governed by the specific terms and conditions that apply to that trial or purchase. This Agreement represents the entire agreement of the parties as to the Customer's use of the Widget.

4. Customer restrictions

Customer will not: (i) copy, modify, distribute, sell, sub-license or create a derivative work of the Widget (including, without limitation, using the outputs of Zuva's built-in or a third-party's smart fields to provide training data for comparable machine learning (or AI) models outside of the Widget); (ii) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any or all of the source code of the Widget; (iii) bypass any measures Zuva uses to restrict access to the Services; (iv) use the Widget to store or transmit malicious code, or to transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit

material in violation of third-party privacy rights, (v) use the services or documents comprising the Widget in violation of any applicable laws or third party rights, or (vi) use the Widget to promote a competing product or service.

5. Customer indemnity

Customer shall indemnify, defend and hold harmless Zuva, its affiliates and its and their officers, directors, employees and agents from any and all lawsuits, damages, liabilities, costs, charges, and expenses, including reasonable attorneys' fees, resulting from any third-party claim related to the Customer use of the Widget, including in relation to any documents provided by the Customer for review by the Widget. Zuva and its affiliates shall have sole discretion and control to defend, compromise or settle any such claim and the Customer shall cooperate reasonably with Zuva in such efforts.

6. No Zuva liability

Zuva shall have no liability to the Customer whatsoever, whether in contract, tort or otherwise, relating to this Agreement or the Customer's use of the Widget or any consequences thereof, including direct, indirect, special, incidental or consequential damages (including loss of profits, loss of revenues, data loss or usage or loss of opportunities) arising out of or relating to this Agreement or the use of the Widget.

7. Communications

Customer may receive periodic communications from Zuva at the contact information submitted/linked during sign-up for use of the Widget and associated with the Free Trial account, such as training and on-boarding materials, product tips and updates, event information and special offers. Customers can stop receiving email communications by opting out via the unsubscribe link in the emails. Personal data we collect is subject to Zuva's [Privacy Policy](#).

8. Miscellaneous

8.1 Sections 2 to 7 inclusive and 8.5 will survive any expiration or termination of this Agreement..

8.2 This Agreement is not transferable by the Customer in any way to any other person. Any purported assignment made in conflict with this provision shall be void.

8.3 A waiver of rights under this Agreement will not be effective unless it is in writing and signed by an authorized representative of the party that is waiving the rights.

8.4 If any provision of the Agreement, or portion thereof, is found to be invalid, unlawful or unenforceable to any extent, then such provisions or portions will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by applicable laws.

8.5 This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the Province of Ontario, without reference to the choice of law rules thereof. The Parties agree to submit to the exclusive jurisdiction over all disputes hereunder of the courts in the Province of Ontario**. ** If Customer is in Canada, it is the express wish of both parties that the Agreement, and any associated documentation, be written and signed in English. C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.