

Terms of Service – Document GPS

These Document GPS Services Terms & Conditions (“Terms”) govern access to & use of the Document GPS (“Document GPS,” “we” or “us”) website (the “Site”), Document GPS Mobile Application (“Mobile App”), & other services (collectively, the “Service”) by the Ordering Activity under GSA Schedule contracts identified in the Order (“Account”) & their authorized users (“Users”).

1. UPDATES AND COMMUNICATIONS

1.1 We may non-materially revise these Terms or any additional terms & conditions that are relevant to a particular Document GPS Service from time to time to reflect changes in the law or to the Document GPS Services. We will post the revised terms on the Site with a “last updated” date. IF YOU CONTINUE TO USE THE DOCUMENT GPS SERVICES AFTER THE NON-MATERIAL REVISIONS TAKE EFFECT, YOU AGREE TO BE BOUND BY THE REVISED TERMS. You agree that we shall not be liable to you or to any third party for any modification of the Terms.

1.2 You agree to receive all communications, agreements, & notices that we provide in connection with any Document GPS Services (“Communications”), including, but not limited to, Communications related to our delivery of the Document GPS Services & your purchase of or subscription to the Document GPS Services, via electronic means, including by e-mail, text, in-app notifications, or by posting them on the Site or through any Document GPS Services. You agree that all Communications we provide to you electronically satisfy any legal requirement that such Communications be in writing or be delivered in a particular manner & you agree to keep your Account contact information current.

2. USAGE AND ACCESS RIGHTS

2.1 Minimum Age. By accessing, using &/or submitting information to or through the Document GPS Services, you represent that you are at least age 13.

2.2 Limited License. Upon your acceptance of these Terms, we grant you a limited, non-exclusive & nontransferable license to access & use the Service for your internal business purposes & only as expressly permitted in these Terms & any applicable paid Customer plan that enables registration of an Account for the use of a Document GPS Service (“Subscription Plan”) when applicable. Except as expressly provided in these Terms, you may not copy, distribute, publish, transmit, modify, transmit, publicly display or perform, create derivative works of or otherwise exploit any part of the Document GPS Services. You may not save or archive a significant portion of the material appearing in or on the Document GPS Services. All rights not expressly granted herein are reserved by Document GPS. You shall not use or permit use of the Service for any illegal purpose or in any manner inconsistent with the provisions of these Terms.

2.3 Legal Effect of Documents Using the Document GPS Service. We make no representation as to the legal effect, formation or enforceability of documents transferred, viewed, or stored using the Document GPS Service in any jurisdiction. You are solely responsible for determining whether your documents satisfy applicable legal requirements with respect to effectiveness, formation,

enforceability or otherwise, & you should consult with a licensed attorney in any applicable jurisdiction if you have any questions.

2.4 Account Registration. You will need to create & register an account in order to use the Document GPS Services. In creating an account, you represent that you are at least age 13 (or 18 if you are acting on behalf of a legal entity), have the mental capacity to enter into a contract, & you agree to:

2.4.1 Create only one account;

2.4.2 Provide honest, accurate, truthful, current & complete information;

2.4.3 Keep your information updated & accurate;

2.4.4 Maintain the security of your account by not sharing your password with others & restricting access to your account & your computer;

2.4.5 Promptly notify us if you discover or suspect that your account has been compromised or its security breached;

2.4.6 Take responsibility for all activities that occur under your account & accept all risks of unauthorized access.

2.5 Equipment. You are responsible for providing the equipment & services that you need to access & use the Document GPS Services. We do not guarantee that the Document GPS Services are accessible on any particular equipment or device or with any particular software or service plan.

3. PROVISION OF DOCUMENT GPS SERVICES

3.1 Changes. We are constantly improving the Document GPS Services to provide the best possible experience for you & other users. You acknowledge & agree that the Document GPS Services, or certain features of the Document GPS Services, may change from time to time without notice to you. Any new feature that augments, enhances, or modifies the current Document GPS Services is subject to these Terms.

3.2 Mobile Terms. If you use a mobile device to access the Document GPS Services, the following additional terms & conditions ("Mobile Terms") also apply.

3.2.1 Regarding the Document GPS Mobile Application ("Mobile App"), these Terms are supplemented by (a) the Apple, Inc. ("Apple") Terms & Conditions (located at <http://www.apple.com/legal/internet-services/itunes/us/terms>) including, without limitation, the Licensed Application End User License Agreement provided therein ("Apple Terms"); (b) the relevant terms of the Google Inc. ("Google") Google Play Developer Distribution Agreement <https://play.google.com/about/developer-distribution-agreement>; & (c) the relevant terms of Microsoft ("Microsoft") Office Store Standard Application License Terms

<https://support.office.com/client/61994a3b-2c87-41c4-a88d-a6455efa362d> (together, the Apple, Google & Microsoft terms are the "Supplemented Terms"). In the event of an irreconcilable inconsistency between any Supplemented Terms & these Terms, these Terms will prevail.

3.2.2 In addition, the Mobile App may make special offers available from time to time (“App Offers”). App Offers may be based on your particular location or usage history using the Document GPS website or Mobile App. App Offers also may be subject to additional terms & conditions as described in the App Offer. These App Offers are an integrated feature of the Mobile App. If you do not wish to receive App Offers, you will need to delete the Mobile App from your mobile device(s).

3.2.3 Reserved .

3.2.4 You agree that you are solely responsible for all message & data charges that apply to use of your mobile device to access the Document GPS Services. All such charges are billed by & payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status & details.

3.2.5 You understand that wireless service may not be available in all areas at all times & may be affected by product, software, coverage or service changes made by your service provider or otherwise.

3.2.6 Additional terms & conditions may apply to your use of our mobile applications based on the type of mobile device that you use.

3.2.7 If you opt in to participate in one of our text message programs, you provide your advance consent to receive text messages from an automated system. Your consent was not & is not required as a condition of purchasing any property, goods, or services from us. If you wish to withdraw your consent & unsubscribe, please text STOP to the appropriate short code.

3.2.8 Message frequency depends on the program.

3.2.9 Reserved.

3.3 Update Program. When you become a User, you will be automatically enrolled in the Document GPS Update Program (“Update Program”) to receive emails, SMS text messages, direct mail & other communications (“Communications”) with information about your Account, the latest news about Document GPS, special offers, & coupons. When creating an Account, you may choose not to receive certain Communications (see Opting Out of Communications, below) but your email address & other contact information may be retained indefinitely in our Update Program database for administrative purposes, even if you terminate your Account. If you choose not to receive Communications, you may not receive Update Program benefits, such as special offers or coupons that Document GPS may make available to Users from time to time, & which may be subject to specific terms, restrictions & conditions, but you will always receive information related to your Account & “transactional or relationship communications” as defined in our Privacy Policy. Creating an Account does not guarantee receipt of any Communications or the availability to you of any coupons, special or promotional offers. The Update Program or any component of it is subject to change or termination without notice. Continued participation in the Update Program constitutes acceptance of its then-current terms & conditions.

3.4 Your Responsibilities. Users are responsible for updating their Accounts. We are not responsible for any Communications sent to an incorrect or incomplete address or number, or for

any lost, late, misdirected, damaged, postage-due or illegible mailings or other Communications. We reserve the right to correct & not honor errors made in our Communications with you.

3.5 Opting Out of Update Communications. To opt-out of Document GPS Update communications, except “transactional or relationship” communications as defined in our Privacy Policy, you may click on the unsubscribe link at the bottom of any Document GPS email or update your Document GPS account if you have one. To opt-out of SMS text messages from Document GPS, you can update your Document GPS account if you have one OR text STOP to the appropriate short code from the mobile device where you received the SMS text message. If you wish to stop receiving “transactional or relationship” Electronic Communications, you must delete your Document GPS user account.

4. OWNERSHIP

4.1 Intellectual Property. The Service contains materials that are proprietary & are protected by copyright laws, international treaty provisions, trademarks, service marks, & other intellectual property laws & treaties.

4.1.1 The Service is also protected as a collective work or compilation under copyright & other laws & treaties. You agree to abide by all applicable copyright & other laws, as well as any additional copyright notices or restrictions contained on the Site. Documentation, any improvements, design contributions, or derivative works thereto, & any knowledge or process related thereto, including rights in & to all applications & registrations relating to the Service, shall, as between you & Document GPS, at all times be & remain the sole & exclusive property of Document GPS.

4.1.2 The trademarks, logos, taglines, & service marks displayed on the Site or through the Service (collectively, the “Trademarks”) are registered & unregistered Trademarks of Document GPS & others. The Trademarks may not generally be used in any advertising or publicity, or otherwise to indicate Document GPS’s sponsorship of or affiliation with any product, service, event, or organization without Document GPS’s prior express written permission.

5. RESTRICTIONS ON USE OF THE SITE

5.1 By using the Service, you specifically agree not to engage in any activity or transmit any information that, in our sole discretion:

1. Is illegal, or violates any federal, state, or local law or regulation, including any applicable data privacy or protection law or regulation;
2. Violates any third-party right, including, but not limited to, right of privacy, right of publicity, copyright, trademark, patent, trade secret, or any other intellectual property or proprietary rights;
3. Is harmful, threatening, abusive, harassing, tortious, indecent, defamatory, sexually explicit or pornographic, discriminatory, vulgar, profane, obscene, libelous, hate speech, violent or inciting violence, inflammatory, or otherwise objectionable;

4. Decompiles, reverse engineers, disassembles, or otherwise attempts to derive source code from the Site, except as expressly permitted in these Terms or by law, unless & then only to the extent permitted by applicable law without consent; or

5. Removes, circumvents, disables, damages, or otherwise interferes with security-related features, or features that enforce limitations on use of the Site.

5.2 You acknowledge that we have no obligation to monitor your – or anyone else’s – access to or use of the Service for violations of these Terms, or to review or edit any content. However, we have the right to do so for the purpose of operating & improving the Service or Site (including without limitation for fraud prevention, risk assessment, investigation & customer support purposes, analytics, & advertising), to ensure your compliance with these Terms & to comply with applicable law or the order or requirement of a court, consent decree, administrative agency or other governmental body.

6. PRIVACY

6.1 Privacy Policy. The privacy & security of your information is important to Document GPS. Our Privacy Policy is attached hereto (<https://shelterzoom.com/privacy-policy/>) and incorporated into these Terms & also governs your use of the Document GPS Services. To the extent there is a conflict between the terms of the Privacy Policy & these Terms, these Terms govern. The Privacy Policy describes the data that we gather about or from users of the Document GPS Services & how we process, use & share that data. By using the Document GPS Services, you consent to all actions that we take with respect to your data consistent with our Privacy Policy.

6.2 Ownership. Nothing in these Terms grants Document GPS or another Customer or User any right, title or interest in or to any of the Personal Information (as defined by the Privacy Policy) of any Customer or User.

6.3 Compliance with Privacy Laws. If you receive the Personal Information of another Customer or User, you agree to comply with all applicable laws & regulations governing the collection, processing, & storage of that Personal Information. You agree that you are solely responsible for determining whether you are subject to any such laws or regulations.

7. TERMINATION

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Document GPS shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

8. DIGITAL MILLENNIUM COPYRIGHT ACT (“DMCA”) POLICY

8.1 Statement. This DMCA statement constitutes part of the legal terms & conditions governing all users of the Document GPS Services. In compliance with the DMCA (Title 17, United States Code), Document GPS will respond to proper notifications of claimed copyright infringement with respect

to material posted by users & will take appropriate action including removing & disabling access to the allegedly infringing material. Document GPS also reserves the right to remove & disable access to any user-posted material which, in Document GPS` sole judgment, may be infringing or violating another`s intellectual property right, whether or not Document GPS has been notified by the rights holder.

8.2 Repeat Infringers. In accordance with the DMCA & other applicable law, Document GPS has adopted a policy of terminating, in appropriate circumstances, the accounts of registered users who are determined by Document GPS to be repeat infringers. Document GPS may also, in its sole discretion, suspend &/or terminate the account of any registered user who infringes another`s intellectual property right, whether or not there is repeat infringement.

8.3 Designated Agent. In compliance with the DMCA, the Designated Agent for Document GPS to receive notifications of claimed infringement relating to any of the Document GPS Services is registered at <https://www.copyright.gov/dmca-directory/>. Name: Amir Allen Alishahi President By mail: Document GPS c/o ShelterZoom Corp. 14 Wall Street, 20th Floor New York, NY 10005 By telephone: 1-646-290-5880.

8.4 Notice of Claimed Copyright Infringement. If you believe that your copyright has been infringed or violated by any material posted on any of the Document GPS Services, please notify our Designated Agent listed above in writing & provide the following:

8.4.1 A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

8.4.2 Identification of the copyrighted work claimed to have been infringed, or if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

8.4.3 Identification of the material that is claimed to be infringing or to be the subject of infringing activity & that is to be removed or access to which is to be disabled, & information reasonably sufficient to permit us to locate the material;

8.4.4 Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, & if available, an electronic mail address;

8.4.5 A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; & 8.4.6 A statement that the information in the notification is accurate, & under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

8.5 Counter-Noti cations. Under the DMCA, if a notice of copyright infringement has been led against material posted by you on any of the Document GPS Services, you may make a counter-notification with our Designated Agent listed above, provided that such counter-notification must be in writing & contain the following:

8.5.1 Your physical or electronic signature;

8.5.2 Identification of the material that has been removed or to which access has been disabled & the location at which the material appeared before it was removed or access to it was disabled;

8.5.3 A statement by you under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification; &

8.5.4 Your name, address, & telephone number.

8.5.5 If Document GPS receives a valid counter-notification, it may reinstate the removed or disabled material in accordance with the DMCA.

8.6 Liability for Misrepresentation under the DMCA: Pursuant to the DMCA, any person who knowingly materially misrepresents that material or activity is infringing will be liable for damages incurred by the alleged infringer or copyright owner. If you are unsure whether certain material infringes copyright, please consult a qualified attorney.

Reserved..

9. WARRANTIES AND DISCLAIMERS

DOCUMENT GPS WARRANTS THAT THE DOCUMENT GPS SERVICES, DOCUMENTATION, AND SITE WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH DOCUMENT GPS SERVICES, DOCUMENTATION, AND SITE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE DOCUMENT GPS SERVICES, DOCUMENTATION, AND SITE ARE PROVIDED "AS IS" AND "AS AVAILABLE." YOUR USE OF THE DOCUMENT GPS SERVICES, DOCUMENTATION, AND SITE SHALL BE AT YOUR SOLE RISK. DOCUMENT GPS AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, SHAREHOLDERS, AGENTS, AFFILIATES, SUBSIDIARIES, AND LICENSORS ("DOCUMENT GPS PARTIES"): (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE DOCUMENT GPS SERVICES, DOCUMENTATION, OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET YOUR REQUIREMENTS, OR BE TIMELY OR SECURE. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM USE OF THE DOCUMENT GPS SERVICES, DOCUMENTATION, OR SITE. THE DOCUMENT GPS PARTIES MAKE NO WARRANTIES OR REPRESENTATIONS THAT DOCUMENT GPS SERVICES, DOCUMENTATION, AND SITE HAVE BEEN AND WILL BE PROVIDED WITH DUE SKILL, CARE AND DILIGENCE OR ABOUT THE ACCURACY OR COMPLETENESS OF THE DOCUMENT GPS SERVICES, DOCUMENTATION, AND SITE CONTENT AND ASSUMES NO RESPONSIBILITY FOR ANY: (i) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (ii) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF DOCUMENT GPS SERVICES, DOCUMENTATION, AND SITE; (iii) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (iv) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE; (v) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE THROUGH THE ACTIONS OF ANY THIRD PARTY; (vi) ANY

LOSS OF YOUR DATA OR CONTENT FROM THE SITE; AND/OR (vii) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA DOCUMENT GPS SERVICES, DOCUMENTATION, AND SITE. YOU WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUMENT GPS TO ANY THIRD PARTY. BECAUSE SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY AND FOR THE MINIMUM WARRANTY PERIOD ALLOWED BY THE MANDATORY APPLICABLE LAW. THE DOCUMENT GPS PARTIES DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, AND THE DOCUMENT GPS PARTIES WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER PERSONS WITH WHOM YOU COMMUNICATE OR INTERACT AS A RESULT OF YOUR USE OF THE SITE.

10. RESERVED

.

11. LIMITATIONS OF LIABILITY

11.1 Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS, DOCUMENT GPS WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THESE TERMS, INCLUDING, BUT NOT LIMITED TO, GOODWILL, WORK STOPPAGE, LOST PROFITS, OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES, AND WHETHER SUCH CLAIMS ARE MADE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE DOCUMENT GPS PARTIES BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY: (a) USE OF THE SITE, DOCUMENTATION, OR DOCUMENT GPS SERVICES; (b) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (c) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, DOCUMENTATION, OR DOCUMENT GPS SERVICES; (d) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN; (e) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVERS; (f) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SITE, DOCUMENTATION, OR DOCUMENT GPS SERVICES BY ANY THIRD PARTY; (g) ANY LOSS OF YOUR DATA OR CONTENT FROM THE SITE, DOCUMENTATION, OR DOCUMENT GPS SERVICES; (h) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE, DOCUMENTATION, OR DOCUMENT GPS SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING

NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE DOCUMENT GPS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND/OR (i) THE DISCLOSURE OF INFORMATION PURSUANT TO THESE TERMS OR OUR PRIVACY POLICY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11.2 Cap on Damages. OUR TOTAL LIABILITY TO YOU FOR ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THESE TERMS OR TO YOUR USE OF THE SITE (INCLUDING WITHOUT LIMITATION WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY, WILL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO DOCUMENT GPS FOR THE DOCUMENT GPS SERVICE(S) GIVING RISE TO THE CLAIM UNDER THESE TERMS DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT GIVING RISE TO LIABILITY, OR \$100, WHICHEVER IS GREATER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

12. GENERAL

12.1 Relationship. At all times, you & Document GPS are independent contractors, & are not the agents or representatives of the other. These Terms are not intended to create a joint venture, partnership, or franchise relationship between the parties.

12.2 Trade Restrictions. You acknowledge that the Site, Documentation, &/or Document GPS Services & any related products, information, documentation, Software, technology, technical data, & any derivatives thereof, that Document GPS makes available (collectively "Excluded Data") are subject to the export control & sanctions laws & regulations of the United States & other countries that may prohibit or restrict access by certain persons or from certain countries or territories ("Trade Restrictions"). You represent & warrant that: (a) you are not (i) located in an embargoed country or territory, (ii) under the control of an entity organized in or a resident of an embargoed country or territory, (iii) listed on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, including, but not limited to, OFAC's List of Specially Designated Nationals & Other Blocked Persons, the U.S. State Department's Nonproliferation Sanctions lists, the U.S. Commerce Department's Entity List or Denied Persons List located at <https://www.export.gov/article?id=Consolidated-Screening-List>; or (iv) subject to end destination export control regulations, such as, but not limited to, the U.S. Export Administration Regulations & U.S. Government EU Dual-Use Regulation EC 428/2009.

12.3 Notices. Except as otherwise permitted by these Terms, any notice required or permitted to be given in connection with the Document GPS Services will be effective only if it is in writing & sent using: (a) Document GPS Services; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth on the Site for Document GPS. Customer or Document GPS may change its address for receipt of notice by notice to the other party in accordance with this Section 10. Notices are deemed given upon receipt if delivered using Document GPS Services, two (2) business days following the date of mailing, or one (1) business day following delivery to a courier.

12.4 Force Majeure. In accordance with GSAR 552.212-4(f), Except for any payment obligations, neither you nor Document GPS will be liable for failure to perform any obligation under these Terms to the extent such failure is caused by a force majeure event (including acts of God, natural disasters, war, civil disturbance, action by governmental entity, strike, & other causes beyond the party's reasonable control). The party affected by the force majeure event will provide notice to the other party within a commercially reasonable time & will use commercially reasonable efforts to resume performance as soon as practicable. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

12.5 Reserved .

Disputes arising under this Agreement shall be governed by applicable Federal law regarding venue and statute of limitations, with the Board of Contract Appeals serving as the binding ADR alternative

Disputes arising under this Agreement shall be governed by applicable Federal law regarding venue and statute of limitations, with the Board of Contract Appeals serving as the binding ADR alternative,

12.6 Governing Law & Venue. These Terms will be interpreted, construed, & enforced in all respects in accordance with the Federal laws of the United States. Customer & Document GPS submit to the exclusive jurisdiction of, & venue in, any federal or state court of competent jurisdiction located in New York County, New York, U.S.A.

12.7 Waiver. No delay or failure on the part of Document GPS to enforce any part of these Terms will constitute a waiver of any of Document GPS's rights under these Terms whether for past or future actions on the part of any person. Neither the receipt of any funds by Document GPS nor the reliance of any person on Document GPS's actions will be deemed to constitute a waiver of any part of these Terms.

Only a specific, written waiver signed by an authorized representative of Document GPS will have any legal effect whatsoever. The waiver by either you or Document GPS of any breach of any provision of these Terms does not waive any other breach. The failure of any party to these Terms to insist on strict performance of any covenant or obligation in accordance with these Terms will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of these Terms.

12.8 Severability. If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force & effect. If any material limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

12.9 Taxes. Document GPS or its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and the You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).



12.10 Notice to California Residents. Under California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights information:

12.10.1 The provider of the Document GPS Services is ShelterZoom, 14 Wall Street, 20th Floor, New York, NY 10005, USA.

12.10.2 To file a complaint regarding the Document GPS Services or to receive further information regarding use of the Document GPS Services, send a letter to the above address or contact Document GPS via the Contact form on the Document GPS website / (with "California Resident Request" as the Subject Line). You may also contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs in writing at 400 R Street, Suite 1080, Sacramento, California 95814, or by telephone at 916.445.1254 or 800.952.5210

12.11 General Provisions. The headings & captions contained herein are for convenience only. These Terms will inure to the benefit of & will be binding upon each party's valid successors & assigns.