

Terms and Conditions

docUcapture is a service provided to subscribers subject to the following terms and conditions. By using docUcapture subscribers agree to conform to the Acceptable Use Policy (AUP) as posted on the docUcapture web site. Subscribers and users may refer to the AUP at <u>www.docucapture.com</u>

Agreement

Subscribers to docUcapture will provide the required indexing information for the creation of docUcapture cabinets to the docUcapture IT team for the implementation of their filing system. docUcapture subscriptions provide for a fixed number of cabinets, users and document storage based upon the size of the docUcapture subscription contract as defined. Subscribers may choose to increase their subscription beyond the established level on any monthly anniversary date and agree to pay the increased level of subscription fee for such increase thereon. Due to the nature of the docUcapture storage and retrieval service all subscription fees are due in advance by prepaid account or authorized credit card. Usage charges are due immediately upon rendering. Unpaid accounts will mean the restriction of service until accounts are current.

docUcapture Account Plans

From time to time, docUcapture shall establish various account plans based upon the anticipated level of activity required by subscribers. These plans may change from time to time based upon the demand and the level of docUcapture activity. Subscribers shall be offered appropriate plans to match their needs and may move between plans upon notification to docUcapture. Changes to plan options shall not be retroactive and shall only apply from the change date forward.

Level of Use

Subscribers will maintain the level of use for which they have contracted (or less) and may add additional capacity as required. Subscribers are responsible for the designation of users for their storage area and for the uploading and indexing of the materials to be placed into their docUcapture system. Subscribers agree to pay promptly the usage charges levied for overage on a monthly basis. Subscribers acknowledge the AUP for docUcapture and their responsibility for ensuring that all users who they provide with a docUcapture login and password comply with the AUP.

Access to docUcapture

The docUcapture service relies upon the internet for users to upload data and retrieve data from the system. Therefore the reliability of access to the system is dependent upon the internet, the internal subscriber's internet access and the docUcapture internet connections. It is the intent of docUcapture to provide as reliable access as feasible given the current state of internet connectivity, however it is not possible to guarantee 100% access to the system. Subscribers may be required to load certificates or specifically required levels of browser software to view files on the system. docUcapture uses software for viewing files which is generally available without charge. docUcapture does not warrant the usability of these software components, nor does it warrant that the system will be compatible will all corporate network systems. Subscribers and their designated users should contact their network administrators to determine that the minimum docUcapture standards are available to them. The docUcapture minimum software standards may be found at www.docucapture.com

Termination

docUcapture accounts are based upon a monthly rate billed in advance. A minimum of 60 days notice is required for termination of active accounts.