

Subscription Agreement Terms and Conditions

THIS AGREEMENT IS BETWEEN YOU AND ARMGASYS, INC. WHEN YOU ACCEPT THIS AGREEMENT BY EITHER CLICKING A BOX INDICATING YOUR ACCEPTANCE OR SIGNING A PAPER COPY OF THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. PLEASE CONTACT US AT SALES@CONDOC.COM TO DISCUSS NEGOTIATING AN ALTERNATIVE FORM OF CONTRACT, BUT WE RESERVE THE RIGHT TO PLACE MINIMUM ORDER QUANTITIES ON SUCH NEGOTIATED TRANSACTIONS. WE ENCOURAGE YOU TO REVIEW THIS AGREEMENT WITH YOUR LAWYER BEFORE ACCEPTING THESE TERMS. PLEASE ALSO PRINT OUT A COPY OF THIS AGREEMENT WHEN YOU ACCEPT IT AND KEEP THE COPY WITH YOUR OTHER IMPORTANT PAPERS.

You may not access the Services if You are Our direct competitor, except with Our prior written consent, and only authorized persons may obtain or utilize issued usernames or passwords. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on August 6, 2013. It is effective between You and Us as of the date and time in Our location when you click on the "I Accept" button or otherwise accept this Agreement.

1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Documentation" means any document published and made available by ArmgaSys, Inc.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Project" means all articles associated with a project title in ConDoc.

“Project Owner” means entity responsible for managing project distribution and permissions.

"Services" means the online, cloud-based services and platform provided by Us via <http://www.ConDoc.com> and all other affiliated websites, that are ordered by You, including associated offline components, if any.

“Terms” means those business terms that govern Your use of the Services set forth in this Agreement. “Terms” also includes Our Privacy Policy, available at <http://www.condoc.com/privacy-policy.pdf/>.

"Users" means company employees who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, or third parties with which You transact business.

"We," "Us" or "Our" means ArmgaSys, Inc., as described in Section 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. "Data" means all electronic data or information generated by or for the Project to which You have been granted rights by the Project Owner.

2. SERVICES

2.1. Provision of Services. We shall make the Services available to You pursuant to this Agreement on the Terms set forth by Us in this Agreement. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. User/Company Subscriptions. You agree that (i) Services are purchased as User subscriptions and may be accessed by anyone not employed by your company, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions of the same type, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

3. USE OF THE SERVICES

3.1. The Services consist in whole or in part of software running remotely on servers controlled by ArmgaSys, Inc. You have no right to receive either an object code or source code version of the software operating on the remote servers. Your usage rights are constrained by the Terms of this Agreement and are limited to accessing the Services via a designated portal using username(s) and password(s) provided to you by ArmgaSys, Inc., in ArmgaSys, Inc.'s sole discretion.

3.2. Our Responsibilities. We shall: (i) provide to You basic support for the Services at no additional charge; (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 24 hours' notice via our web site; <http://www.condoc.com> and which We shall attempt to schedule to the extent practicable during the weekend hours from 6:00 p.m. Mountain time Saturday to 6:00 a.m. Mountain time Sunday), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays or other systemic Internet issues; and (iii) provide the Services only in accordance with applicable laws and government regulations.

3.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with this Agreement and applicable laws and government regulations. You shall not (i) make the Services available to anyone other than Users, (ii) sell, resell, rent or lease the Services, (iii) use the Services to store or transmit infringing, libelous, obscene or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or intellectual property rights, (iv) use the Services to store or transmit Malicious Code, (v) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (vi) attempt or permit others to attempt to gain unauthorized access to the Services or their related systems or networks, (vii) load test the Services in order to test scalability, or (viii) copy, reproduce, publicly perform or create derivative works based upon the Services or Documentation or make or have made any feature or functionality of the Services.

3.4. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space or Internet bandwidth. We shall employ commercially reasonable efforts to apprise you of any such limitations. The Services notification information will enable You to monitor Your compliance with such limitations.

4. THIRD-PARTY PROVIDERS

4.1. Acquisition of Third-Party Products and Services. We may offer Third-Party Products and Services for sale or license. Any other acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, is solely between You and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by Us as “certified” or otherwise. No purchase of third-party products or services is required to use the Services.

4.2. Third-Party Products or Services and Your Data. If You install or enable Third-Party Products for use with Services, You acknowledge that We may allow providers of those Third-Party Products to transport Your Data as required for the interoperation of such Third-Party Products with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third-Party Product providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Third-Party Products for use with the Services.

5. FEES AND PAYMENT

5.1. User Fees. User is the same as Company. You shall pay all fees specified in the Terms, or as otherwise agreed. Except as otherwise specified herein or agreed, (i) fees are quoted and payable in United States dollars (ii) fees are based on services purchased and not actual usage, (iii) payment obligations are non-cancelable and fees paid are non-refundable. User subscription fees are based on monthly periods that begin on the subscription start date and renew on the first (1st) of each month. User subscriptions added in the middle of a monthly period will be prorated as such. Minimum billing amount is equivalent of seven (7) days regardless of actual subscription term. Subscription can be cancelled at any time upon contacting customer service at ArmgaSys, Inc. via phone.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit for all Services purchased for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency. If We agree that payment will be by a method other than a credit card, We will invoice You. Unless otherwise agreed, invoiced charges are due net 30 days from the invoice date. You are responsible for maintaining complete and accurate billing and contact information in the Services.

5.3. Overdue Charges. If any payments are not received from You by the due date, then at Our discretion, (i) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is

lower, from the date such payment was due until the date paid, and/or (ii) We may condition future subscription renewals on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full.

5.5. Payment Disputes. We shall not exercise Our rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

5.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

6. PROPRIETARY RIGHTS

6.1. Reservation of Rights. This is a subscription to a service. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights, including any rights under license, either express or implied, are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or as otherwise agreed, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Ownership of Data. As between Us and You, You exclusively own all rights, title and interest in and to all Data. You grant ArmgaSys, Inc., a royalty free, perpetual, world-wide right and license to all Data, with rights to sublicense.

6.4. Suggestions. Please do not send unsolicited ideas to Us, including but not limited to ideas for features, product improvements, promotions, products, processes, code, marketing plans, or product names. Neither We nor any of Our employees accept or consider unsolicited ideas. This policy is intended to avoid misunderstandings or disputes when Our products, services, or marketing strategies seem similar to unsolicited ideas that were submitted to Us by You.

If, despite Our request that You not send Us Your ideas, You still send them, then regardless of what Your submission states, the following terms shall apply to Your submission: (1) You agree that Your ideas will automatically become the property of Us, without compensation to You, and You hereby assign and agree to assign all Your right, title and interest in and to such to Us; and (2) You agree that We can use the ideas for any purpose and in any way—even give them to others—without future liability to You.

We do, however, welcome Your feedback regarding many areas of Our existing business. If You want to send Us Your feedback—even in light of the idea submission policy in the preceding paragraph—just use Our “Contact Us” <http://www.armgasys.com>. Please provide only specific feedback on Our existing products or services (in other words, do not include any unsolicited ideas that Our policy will not permit Us to accept or consider, unless You want Us to own them).

7. CONFIDENTIALITY

7.1. Definition of Confidential Information. As used herein, " Confidential Information" means all confidential information disclosed by a party (" Disclosing Party") to the other party (" Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the

Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

7.4. **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7.5 In the event of a conflict between the terms in this Section 7 and any Non-Disclosure Agreement ("NDA") in place between You and Us, the terms of the NDA shall govern. In the event of a conflict between the terms in this Section 7 and our Privacy Policy, the terms of our Privacy Policy shall govern

8. LIMITED WARRANTIES AND DISCLAIMERS

8.1. **Our Limited Warranties.** We warrant that (i) the Services shall perform materially in accordance with the published Documentation, and the functionality of the Services will not be materially decreased during a subscription term. For any breach of either such limited warranty, Your exclusive remedy shall be as provided in Section 11.3 (Termination) and Section 11.4 (Refund or Payment upon Termination) below.

8.2. **Mutual Warranties.** Each party represents and warrants that (i) it has the legal power to enter into this Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

8.3. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, LOSS OF DATA, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **INDEMNIFICATION.** You shall indemnify, defend, and hold us harmless from and against any claim made or brought against Us by a third party alleging that Your Data or Your use of the Services constitutes a breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law,

and You shall also indemnify Us for any damages finally awarded against and for reasonable attorney's fees incurred by Us in connection with any such claim; provided, that We (i) promptly give You notice of the claim; (ii) give You control of that portion of the defense and settlement of the claim that relates to You (provided that You may not settle any claim unless the settlement unconditionally releases Us of all liability); and (iii) provide to You all reasonable assistance, at Our reasonable expense.

10. LIMITATION OF LIABILITY

10.1. Limitation of Liability. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL WE HAVE ANY LIABILITY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have been terminated.

11.2. Term of User Subscriptions. User subscriptions purchased by You commence on the start date specified in the Terms and continue for the subscription term specified in the Terms. Except as otherwise specified or agreed, all User subscriptions shall automatically renew for additional periods equal to the expiring subscription term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless We have given You written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter.

11.3. Termination. A party may terminate this Agreement for cause: (i) upon 30-days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. We may also terminate this Agreement at any time on 15-days' written notice to you.

11.4. Refund or Payment upon Termination. Upon any termination, You shall pay any unpaid fees covering the remainder of the term after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

11.5. Surviving Provisions. Section 5 (Fees and Payment for Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability), 11.4 (Refund or Payment upon Termination), 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

12. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

12.1. General. You are contracting with ArmgaSys, Inc., a corporation organized under the laws of the state of Idaho, USA, with an address at 3023 E. Copper Point Drive, Suite 202; Meridian, ID 83642, USA; telephone: 208-855-2998, under this Agreement. You should direct notices to “ConDoc” at that address under this Agreement. You agree that the substantive laws of the state of Idaho, exclusive of its choice of law provisions, will apply to the construction and interpretation of this Agreement and also with respect to any lawsuit arising out of or in connection with this Agreement. You further agree that the state or federal courts located in the state of Idaho, USA, shall have exclusive jurisdiction of, and shall be the exclusive and correct venue for, the resolution of any dispute arising out of or related to this Agreement. You agree that any dispute You may have with Us shall be subject, in our discretion, to submission to binding arbitration in Boise, Idaho pursuant to the Commercial Arbitration rules then-currently in place and promulgated by the American Arbitration Association.

12.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile. Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You, or to the email address you provide to Us. You agree to provide Us with Your current email address at all times. By your acceptance of this Agreement, you agree to have opted-in for the receipt of email communications pursuant to the provisions of the United States CAN-SPAM Act.

13. GENERAL PROVISIONS

13.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii)

You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

13.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

13.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

13.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.2 (Invoicing and Payment). Moreover, in any action arising out of or related to this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs of suit.

13.7. Assignment. You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent (not to be unreasonably withheld). Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.8. Entire Agreement. This Agreement, including all exhibits and addenda, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto, the terms of such exhibit or addendum shall prevail.