

ACCESSIBILITY ON DEMAND™

SOFTWARE-AS-A-SERVICE LICENSE AGREEMENT

This Agreement is made on the ____ day of _____, _____.

Between

NETRA LABS LLC

And:

Parties

1. NETRA LABS LLC, a company incorporated under the laws of Wyoming/USA having its registered office at 30 N Gould St Ste. R Sheridan, Wyoming 82801 (hereinafter referred to as the "Provider");
2. (a) For Licensee: _____, a company incorporated under the laws of _____, having its registered office at _____ (hereinafter referred to as the "Licensee"). A Licensee is any individual or entity that accepts and agrees to be bound by the terms and conditions of this Agreement during the onboarding process for the Provider's "Accessibility on Demand™" online platform or via an API integration.

Background

- a. NETRA LABS LLC (the "Provider") is the provider of the "Accessibility on Demand™" software-as-a-service platform (the "Platform"), which offers an automated, AI-powered solution for enhancing PDF accessibility and compliance against relevant standards.
- b. The Platform leverages advanced AI technology to improve OCR accuracy, auto-tagging of document structure, and generation of contextual descriptions for images, thereby streamlining the process of achieving PDF accessibility and reducing the associated time and cost.
- c. The Platform provides three (3) service levels: (i) Standard, which ensures machine-readability and includes auto-tagging, reading order establishment, and bookmark

generation; (ii) Enhanced, which builds upon Standard by adding AI-powered image descriptions and enhanced document structure analysis, with a target of achieving greater than a 95% compliance score; and (iii) Expert Review, which includes professional human review and remediation that targets 100% accessibility compliance score with common accessibility standards. See Exhibit A for details on how compliance score is calculated.

- d. This Agreement governs the licensing and use of the Platform by the Licensee, which may be any individual or entity accessing the Platform through an API integration or accessing the Platform through the Provider's portal.
- e. The Provider and the Licensee (hereinafter collectively referred to as the "Parties") have a mutual interest in entering into this Agreement to establish the terms and conditions under which the Licensee may access and use the Platform.

1. Definitions

- 1. Provider means NETRA LABS LLC, a company incorporated under the laws of Wyoming/USA, having its registered office at 30 N Gould St Ste. R Sheridan, Wyoming 82801.
- 2. Platform or Accessibility on Demand™ Platform means the Provider's software-as-a-service platform that offers automated, AI-powered solutions for enhancing PDF accessibility and compliance.
- 3. Services means the services provided by the Provider through the Platform, including Standard, Enhanced, and Expert Review, as further defined herein.
- 4. Standard means the foundational level of services offered by the Platform, which includes machine-readability through accurate OCR, auto-tagging of document structure, establishment of logical reading order, and generation of basic bookmarks and alternate text.
- 5. Enhanced means the intermediate level of services offered by the Platform, which builds upon Standard by adding detailed, contextual image descriptions for alternate text, enhanced document structure analysis, with a target of achieving greater than a 95% compliance score. Exceptions may apply when the underlying document is not editable. See Exhibit A for compliance score calculation.

6. Expert Review means the comprehensive level of services offered by the Platform, which includes professional human review and remediation of the automated results, manual resolution of complex elements, with a target of achieving 100% accessibility compliance score. Exceptions may apply when the underlying document is not editable. See Exhibit A for compliance score calculation.
7. Customer means any individual or legal entity that has entered into this Agreement to license and use the Platform through an API integration or through the online portal.
8. API or Application Programming Interface means the interface provided by the Provider to enable the integration of the Platform with the Enterprise Customer's existing systems and workflows.
9. WCAG or Web Content Accessibility Guidelines means the internationally recognized guidelines for making web content and applications more accessible to people with disabilities, as published by the World Wide Web Consortium (W3C).
10. PDF/UA or Portable Document Format/Universal Accessibility means the ISO standard for accessible PDF technology, which defines guidelines for creating accessible PDF documents.
11. Section 508 refers to the accessibility standards for electronic and information technology established by the United States Rehabilitation Act of 1973, as amended.
12. Compliance or Accessibility Compliance means adherence to the relevant accessibility standards, including but not limited to WCAG, PDF/UA, and Section 508.
13. Effective Date means the date on which this Agreement becomes effective, as specified in the Cover Page.
14. Term or Agreement Term means the duration for which this Agreement remains in force, as defined in the Term and Termination section.
15. "Accessibility Standards" means the combined requirements of:
 - a. Section 508 of the United States Rehabilitation Act of 1973, as amended
 - b. PDF/UA (ISO 14289-1)

c. Web Content Accessibility Guidelines (WCAG) 2.1 Level AA

16. "Compliance Assessment" means the evaluation of documents against Accessibility Standards using the Assessment Tool, resulting in Passed, Warning, and Failed items as defined in Exhibit A.
 17. "Assessment Tool" means the axes4 PDF Accessibility Checker or such other industry-standard tool as Provider may designate from time to time for evaluating PDF accessibility compliance.
 18. "Source Document Quality Standards" means the minimum objective characteristics a document must possess for effective automated or manual accessibility processing, including: (a) readable, non-corrupted text; (b) standard, non-proprietary formatting; (c) absence of encryption or password protection; (d) scan resolution of 300 dpi or higher; and (e) logical page orientation.
 19. "Technical Limitations" means the inherent constraints of artificial-intelligence, optical-character-recognition and related technologies, as well as any limitations of third-party services, assessment tools, or prevailing accessibility standards that are beyond the Provider's reasonable control.
 20. "External Factors" means circumstances outside the Provider's reasonable control, including without limitation network or power outages, third-party service failures, material changes to accessibility standards, and any force-majeure events described in Section 12.6.
 21. "Passed Items" means elements within a document that fully meet the requirements of the applicable Accessibility Standards.
 22. "Warning Items" means elements within a document that require review to determine compliance with Accessibility Standards.
2. **Services and Scope:** The Provider shall provide the "Accessibility on Demand" Platform (the "Platform") to the Customer/Licensee, which offers an automated, AI-powered solution for enhancing PDF accessibility and compliance with relevant regulations. The Platform shall provide the following service levels:
- a. Standard. This service level shall include:

.Highly accurate optical character recognition (OCR) leveraging advanced AI methods to ensure machine-readability of documents.

i.Auto-tagging of document structure, applying appropriate tags to headings, paragraphs, lists, and other elements. Establishing logical reading order, ensuring that content flows intuitively for users of assistive technologies.

ii.Generating basic bookmarks for improved navigation in documents with multiple pages.

b. Enhanced. This service level shall include all features of Standard, as well as:

.Auto-generation of alternative text (alt-text) for images, using Generative AI to provide contextual descriptions.

i.Enhanced document structure analysis, improving the organization of content elements.

ii.Compliance assessment using the Assessment Tool to measure conformance with Section 508 requirements through evaluation of both PDF/UA and WCAG 2.1 Level AA standards. Target compliance level of greater than 95% is measured according to the methodology specified in Exhibit A. and is expressly conditioned on the document satisfying the Source Document Quality Standards and not being materially affected by Technical Limitations or External Factors.

c. Expert Review. This service level shall include all features of Enhanced, as well as:

i.Complete human review of the automated results by expert Remediation Analysts, with a target of achieving up to 100% accessibility compliance score with target being measured according to the methodology specified in Exhibit A. Exceptions apply where remediation cannot address inherent issues in the underlying document, subject to the Source Document Quality Standards and Technical Limitations or External Factors described herein.

ii.Manual remediation of complex elements by Remediation Analysts, addressing any issues that automation cannot fully resolve.

iii. Full compliance verification by Remediation Analysts, confirming adherence to all applicable accessibility standards, including WCAG 2.1 Level AA, PDF/UA, and Section 508.

3. **Service-level Preconditions.** The targets and guarantees set out in sections 2.1(a)–(c) apply only where each submitted document meets the Source Document Quality Standards and is not materially impeded by Technical Limitations or External Factors. The Provider may, in its sole discretion, reclassify, suspend, or reject any document that fails to meet these prerequisites.

1. **Service Delivery.** The Platform shall be accessible to the Customer/Licensee through the following methods:

a. For Enterprise Customers, the Platform may be integrated into the Customer's existing document workflows and systems via an Application Programming Interface (API), subject to technical requirements and compatibility considerations.

b. **Service Exclusions and Limitations.** The services provided through the Platform may be subject to certain exclusions or limitations, including but not limited to: (i) document types, file formats, or specific accessibility requirements that are not covered; (ii) documents that do not meet the Source Document Quality Standards; (iii) documents that exceed current AI/OCR or other Technical Limitations, contain complex proprietary formatting, encrypted or password-protected content, or require manual intervention beyond the scope of the selected service level; and (iv) any failure or degradation caused by External Factors.

2. **Service Availability and Support.** The Provider shall make commercially reasonable efforts to ensure the availability of the Platform, subject to scheduled maintenance windows. The Provider shall provide support services to the Customer/Licensee, including response times, communication channels, and escalation procedures, as specified in the applicable Service Level Agreement (SLA) in Section 7.2.

3. **Service Modifications and Updates.** The Provider reserves the right to modify or update the services, features, and functionality of the Platform from time to time. The Provider shall notify the Customer/Licensee of any significant changes or updates to the services in accordance with the terms of this Agreement.

4. **Third-Party Services and Integrations.** The Platform may incorporate or integrate with third-party services or technologies. The Provider shall not be responsible for the performance, availability, or compatibility of such third-party services or technologies, and the Customer/Licensee's use of such third-party services or technologies shall be subject to the applicable terms and conditions.
5. **Service Exclusions and Limitations.** The services provided through the Platform may be subject to certain exclusions or limitations, including but not limited to document types, file formats, or specific accessibility requirements that are not covered. Any such exclusions or limitations shall be specified in the applicable service descriptions or documentation provided by the Provider.

4. Fees and Payment Terms

1. **Pricing Structure.** The fees for use of the Platform shall be based on the following pricing structure:
 - a. **Service Level and Credit-Based Pricing.** The fees for use of the Platform shall be charged on a per-page basis according to:
 - i. The selected service level (Standard, Enhanced, or Expert Review)
 - ii. The credit package purchased by Customer as set forth in Exhibit B
 - iii. The then-current pricing set forth in Exhibit B: Platform Pricing Schedule
 - b. **Credit Packages and Volume Discounts.**
 - i. Customer may purchase credit packages in predetermined increments as specified in Exhibit B
 - ii. Larger credit package purchases qualify for volume-based discounts on per-page rates
 - iii. Credits remain valid until used, with no expiration date
 - iv. Unused credits maintain their full value for future use

- c. **Price Changes.** Provider may modify the pricing set forth in Exhibit B upon thirty (30) days' written notice to Customer unless otherwise agreed upon in another agreement or contract. Such changes shall:
 - i. Not affect the value of previously purchased credits
 - ii. Apply only to new credit package purchases after the effective date of the price change
 - d. **Enterprise Pricing.** Enterprise Customers may be eligible for custom pricing terms and credit package structures as mutually agreed upon in writing between the parties.
- 2. **Customer Pricing.** Customers accessing the Platform through the API integration shall be subject to an annual platform subscription fee. The annual subscription fee shall be determined based on factors such as the number of users, document volume, and any additional services or customizations required. Customers shall contact the Provider at info@filebankinc.com or their authorized Reseller to obtain a custom quote for the annual subscription fee.
- 3. The Platform fails to meet the guaranteed compliance level for the selected service tier other than where such failure is the direct result of deficiencies in Source Document Quality, Technical Limitations, Assessment-Tool methodology changes, or External Factors beyond the Provider's reasonable control, or
- 4. **Price Changes.** The Provider reserves the right to modify or adjust the pricing structure and fees set forth in this Agreement upon thirty (30) days' prior written notice to the Customer/Licensee. Any such changes shall become effective on the date specified in the notice.
- 5. Refunds and Credits. The Provider's refund and credit policy shall be as follows:
 - a. Service Level Guarantees. Provider shall issue refunds or credits if:
 - i. The Platform fails to meet the guaranteed compliance score for the selected service tier, or
 - ii. Customer is charged incorrectly based on their selected service level
 - b. Resolution Process

- i. Provider shall investigate reported discrepancies within five (5) business days
- ii. Upon verification, Provider shall issue a refund or credit at Provider's discretion
- iii. Credits shall be applied to Customer's account for future use
- iv. Refunds shall be processed according to the payment terms of this Agreement

c. Limitations

- i. Claims must be submitted within thirty (30) days of the processing date
- ii. Provider's total liability for refunds or credits shall not exceed the amount paid for the affected pages

6. **Custom Pricing and Enterprise Agreements.** The Provider may offer custom pricing and flexible payment terms for specific customer segments, including but not limited to government agencies, non-profit organizations, large organizations, volume orders, and multi-year commitments. Customers/Licensees interested in custom pricing or enterprise agreements should contact their authorized Reseller or Provider at aod@netralabs.ai for more information.

5. Intellectual Property Rights

1. **Ownership of Intellectual Property Rights.** The Provider retains all right, title, and interest in and to the Platform, including all intellectual property rights therein, and any related documentation, materials, or deliverables provided by the Provider to the Customer/Licensee. The Agreement does not grant the Customer/Licensee any ownership rights in the Provider's intellectual property.
2. **License Grant.** Subject to the terms and conditions of this Agreement, the Provider hereby grants the Customer/Licensee a limited, non-exclusive, non-transferable, and revocable license to access and use the Platform during the Term, solely for the Customer/Licensee's internal business purposes. The Customer/Licensee shall not sublicense, modify, reverse engineer, or create derivative works based on the Platform.

3. **Customer/Licensee Data.** The Customer/Licensee retains all right, title, and interest in and to any data, documents, or materials provided to the Provider for processing through the Platform. The Provider may use and process such data solely for the purpose of providing the Services and shall not acquire any ownership rights in the Customer/Licensee's data.
4. **Feedback and Suggestions.** The Provider shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Platform any suggestions, ideas, enhancement requests, recommendations, or other feedback provided by the Customer/Licensee relating to the Platform or Services.
5. **Third-Party Components.** The Platform may incorporate or include third-party software or components, which are governed by their respective licenses and terms. The Customer/Licensee agrees to comply with such third-party licenses and terms.
6. **Indemnification.** The Provider shall indemnify, defend, and hold harmless the Customer/Licensee from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from any third-party claim that the Customer/Licensee's authorized use of the Platform infringes or misappropriates any intellectual property rights of such third party. The Provider's indemnification obligations shall not apply to the extent the claim arises from the Customer/Licensee's misuse or unauthorized modification of the Platform.
7. **Confidentiality.** The provisions of Section 5 (Confidentiality) shall apply to the protection of the Provider's intellectual property and confidential information related to the Platform and Services.

6. Confidentiality

1. **Definition of Confidential Information.** For the purposes of this Agreement, "Confidential Information" means any information, data, or materials, in any form or medium, that is disclosed or made available by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, which is marked or otherwise identified as confidential or proprietary, or which should reasonably be understood to be confidential or proprietary given the nature of the information and the circumstances surrounding its disclosure. Confidential Information includes, but is not limited to, technical information, business plans,

financial data, customer information, and any other proprietary or sensitive information related to the Disclosing Party's business, products, or services.

2. **Exclusions.** Confidential Information shall not include information that: (i) is or becomes publicly available through no fault of the Receiving Party; (ii) is rightfully known to the Receiving Party prior to disclosure by the Disclosing Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.
3. **Non-Disclosure Obligations.** The Receiving Party shall: (i) hold the Disclosing Party's Confidential Information in strict confidence and take reasonable precautions to protect such Confidential Information (including, at a minimum, all precautions the Receiving Party employs with respect to its own confidential materials); (ii) not disclose, copy, or otherwise make available any Confidential Information to any third party without the prior written consent of the Disclosing Party; and (iii) not use the Disclosing Party's Confidential Information for any purpose other than as necessary to perform its obligations or exercise its rights under this Agreement.
4. **Permitted Disclosures.** Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its employees, contractors, or agents who have a need to know such information for the purposes of this Agreement, provided that such individuals are bound by confidentiality obligations at least as restrictive as those set forth herein.
5. **Return or Destruction** of Confidential Information. Upon termination or expiration of this Agreement, or upon written request of the Disclosing Party, the Receiving Party shall promptly return or destroy (at the Disclosing Party's option) all Confidential Information in its possession or control, including all copies thereof, and certify in writing to the Disclosing Party that it has complied with this obligation.
6. **Exceptions.** The Receiving Party may disclose Confidential Information if required by law, regulation, or court order, provided that the Receiving Party: (i) promptly notifies the Disclosing Party of such requirement to disclose; (ii) cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy; and (iii) discloses only the minimum amount of Confidential Information necessary to comply with the legal requirement.

7. **Remedies.** The Receiving Party acknowledges that any breach of this Confidentiality section may cause irreparable harm to the Disclosing Party, for which monetary damages may be inadequate. In addition to any other remedies available at law or in equity, the Disclosing Party shall be entitled to seek injunctive relief or other equitable remedies to prevent or restrain any breach of this Confidentiality section.
8. **Survival.** The obligations set forth in this Confidentiality section shall survive the termination or expiration of this Agreement for a period of five (5) years.

7. Data Privacy and Security

1. **Data Protection and Compliance.** The Parties shall comply with all applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and any other relevant state, federal, or international laws and regulations governing the processing of personal data. The Provider shall implement and maintain appropriate technical and organizational measures to protect the security, confidentiality, and integrity of any personal data processed through the Platform.
2. **Data Processing and Purpose Limitation.** The Provider shall process personal data solely for the purpose of providing the Services under this Agreement and shall not use or disclose such data for any other purpose without the prior written consent of the Customer. The types of personal data processed through the Platform may include, but are not limited to, names, contact information, and any other personal data contained within the documents submitted for accessibility processing.
3. **Data Access and Disclosure.** The Provider shall ensure that access to personal data is restricted to authorized personnel only and shall not disclose or transfer such data to any third party without the Customer's prior written consent, except as required by law or court order. In the event of a legal demand for disclosure of personal data, the Provider shall promptly notify the Customer and cooperate with the Customer in responding to such demand.
4. **Data Security.** The Provider shall implement and maintain appropriate technical and organizational measures to protect personal data against accidental or unlawful destruction, loss, alteration, unauthorized

disclosure, or access. Such measures shall include, but are not limited to, encryption of data in transit and at rest, access controls, firewalls, and regular security audits and vulnerability assessments. The Provider shall have in place incident response and breach notification procedures to promptly notify the Customer of any actual or suspected data breach.

5. **Data Retention and Disposal.** The Provider shall retain personal data only for as long as necessary to provide the Services or as required by applicable laws and regulations. Upon termination of this Agreement or upon the Customer's request, the Provider shall securely dispose of or delete all personal data in its possession or control, unless otherwise required by law.
6. **Subprocessors and Third-Party Transfers.** The Provider shall maintain a list of critical subprocessors essential to service delivery, including but not limited to artificial intelligence and machine learning service providers. The Provider shall:
 - a. Ensure all subprocessors maintain appropriate data protection standards
 - b. Notify Customer of any material changes to subprocessor relationships
 - c. Obtain Customer consent for any subprocessors handling sensitive personal data beyond standard service delivery requirements
7. **Data Subject Rights.** The Provider shall cooperate with the Customer and provide reasonable assistance in responding to requests from data subjects exercising their rights under applicable data protection laws, such as requests for access, rectification, or erasure of personal data.
8. **Audits and Monitoring.** The Customer shall have the right to conduct audits or inspections, upon reasonable notice, to verify the Provider's compliance with its data protection and security obligations under this Agreement. The Provider shall cooperate with such audits and provide access to relevant information and systems as necessary.
9. **Indemnification and Liability.** The Provider shall indemnify, defend, and hold harmless the Customer from and against any claims, losses, damages, or expenses arising out of or relating to any breach of the Provider's data protection and security obligations under this Agreement, subject to the limitations of liability set forth in this Agreement.

10. Return or Destruction of Data. Upon termination of this Agreement or upon the Customer's request, the Provider shall securely return or destroy all personal data in its possession or control, unless otherwise required by law. The Provider shall provide written certification of such destruction upon request.

8. Service Levels and Support

1. Service Levels. The Provider offers the following three service levels for the Platform:

a. **Standard.** This level includes:

- i. Highly accurate OCR leveraging advanced AI methods to ensure machine-readability of documents.
- ii. Auto-tagging of document structure, applying appropriate tags to headings, paragraphs, lists, and other elements.
- iii. Establishing logical reading order, ensuring content flows intuitively for users of assistive technologies.
- iv. Generating basic bookmarks for improved navigation in multi-page documents.

b. **Enhanced.** This level includes all features of Standard, plus:

- i. Auto-generation of alternative text for images, using Generative AI to provide contextual descriptions.
- ii. Enhanced document structure analysis, improving the organization of content elements.
- iii. Compliance assessment using the Assessment Tool to measure conformance with Section 508 requirements through evaluation of both PDF/UA and WCAG 2.1 Level AA standards. Target compliance level of greater than 95% is measured according to the methodology specified in Exhibit A. and is expressly conditioned on the document satisfying the Source Document Quality Standards and not being materially affected by Technical Limitations or External Factors.

c. **Expert Review.** This level includes all features of Enhanced, plus:

- i. Complete human review of the automated results, with a target of achieving up to 100% accessibility compliance score measured according to the methodology specified in Exhibit A, with all generated content and tags subject to the Source Document Quality Standards and Technical Limitations or External Factors described herein.
- ii. Manual remediation of complex elements, addressing any issues that automation cannot fully resolve.
- iii. Full compliance verification, confirming adherence to all accessibility standards.

2. **Service Level Agreements.** The Provider shall provide the Services in accordance with the following service level agreements ("SLAs"):

a. **Automated Processing** (Standard and Enhanced).

- i. Processing shall initiate immediately upon submission
- ii. Typical processing times:
 - A. <1 Minute per page (per Document)
- iii. Provider shall notify Customer if processing times will exceed these typical ranges

b. **For Expert Review level:**

- i. Single document requests completed within 1 business day of submission
- ii. For high volume document submissions:
 - A. Provider shall assess and communicate estimated completion timeframe within 1 business day
 - B. Timeline will be based on document complexity and volume
 - C. Rush processing available upon request, subject to additional fees

iii. **Platform Availability**

- A. The Platform shall maintain 99.5% uptime per calendar month
- B. Excludes scheduled maintenance windows
- C. Maintenance windows shall be communicated at least 48 hours in advance

3. **Support Services.** The Provider shall provide the following support services:

- a. Technical support via email and online portal, available during regular business hours 8AM-6PM EST. Additional support levels available, subject to additional fees.
- b. Support request shall be submitted through the online web portal or via email to aod@netralabs.ai.
- c. Response times for support requests shall be as follows:
 - i. Severity 1 (critical issues): 1 business hour
 - ii. Severity 2 (major issues): 4 business hours
 - iii. Severity 3 (minor issues): 1 business day

4. **Maintenance and Updates.** The Provider shall be responsible for maintaining and updating the Platform, including software updates, security patches, and feature enhancements. The Provider shall provide at least 5 days' notice for any scheduled maintenance windows or downtime periods.

5. **Service Monitoring and Reporting.** The Provider shall monitor and report on service performance, including processing times, accuracy rates, and compliance levels. The Customer shall have access to a dashboard or reporting mechanism to view relevant service metrics.

6. **Service Level Review.** The Parties shall review and, if necessary, adjust the service levels, SLAs, and support services on an annual basis or as mutually agreed upon.

9. Warranties and Disclaimers

1. **Provider's Warranties.** The Provider warrants that:

- a. The Platform and its services will perform in accordance with the documentation and specifications provided by the Provider and is

subject to the capabilities and limitations of the Assessment Tool then in use.

- b. The Platform and its services will comply with all applicable accessibility standards, including WCAG 2.1 Level AA, PDF/UA, and Section 508, as specified for each service level.
- c. The Provider has the necessary rights, licenses, and permissions to provide the Platform and its services to the Customer/Licensee.
- d. The Provider will use commercially reasonable efforts to ensure the security and confidentiality of the Customer/Licensee's data processed through the Platform.
- e. The Provider warrants that the Assessment Tool used for compliance measurement is an industry-standard tool appropriate for evaluating conformance with Accessibility Standards. The compliance percentage calculation methodology as detailed in Exhibit A provides an accurate representation of a document's conformance to Section 508 requirements through evaluation of both PDF/UA and WCAG 2.1 Level AA standards.
- f. Provider makes no warranty that any particular compliance score will be achieved where the Source Document Quality Standards are not met or where Technical Limitations or External Factors apply.

2. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PROVIDER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE PROVIDER DOES NOT WARRANT THAT THE PLATFORM OR ITS SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE FROM UNAUTHORIZED ACCESS OR INTRUSION.

3. **Limitation of Liability.**

- a. IN NO EVENT SHALL THE PROVIDER BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, DATA, OR USE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OF THE PLATFORM OR ITS SERVICES, EVEN IF THE

PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- b. THE PROVIDER'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY THE CUSTOMER/LICENSEE TO THE PROVIDER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

4. **Compliance with Laws and Regulations.**

- a. The Provider shall comply with all applicable laws and regulations related to accessibility, data privacy, and any other relevant areas in the provision of the Platform and its services.
- b. The Customer/Licensee shall be solely responsible for ensuring compliance with all applicable laws and regulations in its use of the Platform and its services.

5. **Third-Party Components.**

- The Platform may incorporate or integrate with third-party components or services, including open-source software or external APIs.
- The Provider does not warrant or guarantee the performance or functionality of any third-party components or services integrated with the Platform.

6. **Remedies.** The remedies set forth in this Agreement shall be the sole and exclusive remedies available to the Customer/Licensee for any breach of this Agreement by the Provider.

[Note: For indemnification provisions related to warranty breaches, see Section 10]

10. Term and Termination

1. **Term.** This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year (the "Initial Term"), unless earlier terminated in accordance with the provisions of this Section 9. Upon expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal to the other Party at least sixty (60) days prior to the end of the then-current term.

2. **Termination for Convenience.** Either Party may terminate this Agreement for convenience upon ninety (90) days' prior written notice to the other Party.

3. **Termination for Cause.**

- a. Either Party may terminate this Agreement for cause if the other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of the breach from the non-breaching Party.
- b. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party becomes insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors.

4. **Effects of Termination.**

- a. Upon termination or expiration of this Agreement, the Customer's access to the Platform and Services shall immediately cease, and the Customer shall promptly return or destroy all Confidential Information of the Provider in its possession or control.
- b. In the event of termination by the Customer for the Provider's material breach or insolvency, the Provider shall refund to the Customer any prepaid fees for the remainder of the then-current term, prorated from the effective date of termination.
- c. In the event of termination by the Provider for the Customer's material breach or insolvency, the Customer shall pay to the Provider all outstanding fees and charges accrued up to the effective date of termination.
- d. Termination or expiration of this Agreement shall not affect any rights or obligations of the Parties that are intended to survive such termination or expiration, including, but not limited to, provisions concerning confidentiality, indemnification, limitation of liability, and dispute resolution.

5. **Transition Assistance.** Upon termination or expiration of this Agreement, the Provider shall, upon the Customer's request and at the Customer's expense, provide reasonable transition assistance to the Customer for a period of up to ninety (90) days to facilitate the orderly transition of the Services to the Customer or a third-party service provider designated by the Customer.

11. Indemnification

1. **Indemnification by the Provider.** The Provider shall indemnify, defend, and hold harmless the Customer/Licensee, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, suits, proceedings, liabilities, judgments, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:
 - a. Any actual or alleged infringement of any third-party intellectual property rights by the Platform or its use as permitted under this Agreement;
 - b. Any breach of the Provider's obligations, representations, or warranties under this Agreement; or
 - c. Any gross negligence or willful misconduct by the Provider or its employees, agents, or subcontractors in the performance of this Agreement.

2. **Indemnification by the Customer/Licensee.** The Customer/Licensee shall indemnify, defend, and hold harmless the Provider, its affiliates, and their respective officers, directors, employees, and agents from and against any and all claims, demands, actions, suits, proceedings, liabilities, judgments, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:
 - a. Any unauthorized use or misuse of the Platform by the Customer/Licensee or its employees, agents, or end-users;
 - b. Any breach of the Customer/Licensee's obligations, representations, or warranties under this Agreement; or
 - c. Any violation of applicable laws, regulations, or third-party rights by the Customer/Licensee in connection with the use of the Platform.

3. **Indemnification Procedure.** The indemnified party shall promptly notify the indemnifying party in writing of any claim for which indemnification is sought, and the indemnifying party shall have the right to control the defense and settlement of such claim, provided that the indemnifying party shall not settle any claim without the indemnified party's prior written consent (which shall not be unreasonably withheld, conditioned, or delayed), unless such settlement includes a full and unconditional release

of the indemnified party from all liabilities arising out of such claim. The indemnified party shall cooperate reasonably with the indemnifying party in the defense of such claim, at the indemnifying party's expense.

4. **Limitations and Exclusions.** Neither party shall be liable for any claims, damages, liabilities, costs, or expenses arising from the other party's negligence or willful misconduct. The indemnification obligations under this Section 10 shall survive the termination or expiration of this Agreement.
5. **Compliance with Laws.** The indemnification provisions in this Section 10 shall be construed and enforced in accordance with the laws of the State of Wyoming, USA, and shall not be interpreted or applied in a manner that would violate public policy or render any provision unenforceable.

12. Governing Law and Dispute Resolution

1. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, without regard to its conflict of laws principles. The parties hereby submit to the exclusive jurisdiction of the courts located in Wyoming for any legal proceedings related to this Agreement.
2. **Dispute Resolution.**
 - a. **Negotiation.** In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt to resolve such dispute through good-faith negotiations for a period of thirty (30) days.
 - b. **Mediation.** If the parties are unable to resolve the dispute through negotiations within the thirty (30) day period, the parties shall submit the dispute to non-binding mediation administered by a mutually agreed upon mediator or, if the parties cannot agree on a mediator, by a mediator appointed by the American Arbitration Association (AAA) in accordance with its Commercial Mediation Procedures.
 - c. **Arbitration.** If the dispute is not resolved through mediation within sixty (60) days after the appointment of the mediator, the dispute shall be settled by binding arbitration administered by the AAA in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted by a single arbitrator appointed by the AAA, and the arbitration shall take place in Sheridan, Wyoming. The arbitrator's

decision shall be final and binding upon the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

3. **Attorneys' Fees and Costs.** The prevailing party in any arbitration or legal proceeding related to this Agreement shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such proceeding.
4. **Injunctive Relief.** Notwithstanding the dispute resolution procedures set forth in Section 11.2, either party may seek injunctive relief or other equitable remedies from a court of competent jurisdiction to prevent or restrain breaches of this Agreement, without the need to pursue other dispute resolution procedures first.
5. **Waiver of Jury Trial.** Each party hereby waives its right to a jury trial in any legal proceeding arising out of or relating to this Agreement.
6. **Limitation Period.** No claim or action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.
7. **Survival.** This Section 11 (Governing Law and Dispute Resolution), as well as any other provisions of this Agreement that by their nature should survive termination or expiration, shall survive the termination or expiration of this Agreement.

13. Miscellaneous Provisions

1. **Entire Agreement.** This Agreement, including all exhibits and schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral, relating to such subject matter. Technical limitations of AI/OCR technology, failures or methodology changes of the Assessment Tool, outages of third-party services, and material changes to applicable accessibility standards shall each constitute a force-majeure event for purposes of this Section 12.6.
2. **Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be reformed or modified to the extent

necessary to make it valid, legal, and enforceable, and the remaining provisions of this Agreement shall remain in full force and effect.

3. **Assignment.** Neither party may assign or transfer this Agreement or any rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement, in whole or in part, to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets without the other party's consent.
4. **Amendments.** No amendment or modification of this Agreement shall be valid or binding unless made in writing and duly executed by authorized representatives of both parties.
5. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and addressed to the parties at the addresses set forth in this Agreement (or to such other address that may be designated by the receiving party from time to time in accordance with this section). All notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a notice is effective only (a) upon receipt by the receiving party, and (b) if the party giving the notice has complied with the requirements of this section.
6. **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving the party's employees), computer attacks or malicious acts, such as attacks on or through the internet, any internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.
7. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming, USA,

without regard to its conflict of laws principles. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the federal or state courts located in the State of Wyoming, and the parties hereby irrevocably consent to the personal jurisdiction and venue therein.

8. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
9. **Relationship of the Parties.** The parties are independent contractors, and nothing in this Agreement shall be construed as creating an agency, partnership, joint venture, or employment relationship between the parties. Neither party shall have the authority to bind or obligate the other party in any way.
10. **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver.
11. **Headings.** The section and clause headings in this Agreement are for convenience only and shall not be used to interpret or construe the provisions of this Agreement.
12. **Survival.** The provisions of this Agreement that by their nature are intended to survive the termination or expiration of this Agreement, including but not limited to Sections 6 (Confidentiality), Section 8 (Warranties & Disclaimers), Section 10 (Indemnification), Section 11 (Intellectual Property), Section 12 (General Provisions) shall survive such termination or expiration.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

[PROVIDER]

By: _____

Name: _____

Title: _____

Date: _____

[LICENSEE]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

COMPLIANCE MEASUREMENT METHODOLOGY

Assessment Tool

- Provider uses axes4 PDF Accessibility Checker ("Assessment Tool"), an industry-standard tool for evaluating PDF accessibility compliance.
- Alternative tools may be substituted by Provider upon notice to Customer if axes4 becomes unavailable or industry standards change.

Standards Evaluated

- Provider evaluates documents against two key standards that form the foundation of Section 508 compliance:
 - PDF/UA (PDF Universal Accessibility)
 - WCAG 2.1 Level AA
 - Note: These standards are evaluated as they represent the technical requirements necessary for Section 508 compliance, which requires conformance with both PDF/UA and WCAG 2.1 Level AA standards.

Compliance Calculation

- Compliance percentage is calculated separately for each standard using the following formula:

Compliance Score % = (Total Checks – Failed Checks) / (Total Checks) × 100

Categories Evaluated for PDF/UA

- Basic requirements
 - Writings
 - Content
 - Embedded files
 - Natural language
- Logical structure
 - Structure
 - Tree
 - Role assignments
 - Alternative descriptions
- Metadata and settings
 - Metadata
 - Document

Categories Evaluated for WCAG

- Perceivable (1.1-1.4)
 - Text alternatives
 - Time-based media
 - Customizable
 - Distinguishable
- Operable (2.1-2.5)
 - Accessible via keyboard

- Sufficient time
- Seizures
- Navigable
- Input Modalities
- Understandable (3.1-3.3)
 - Readable
 - Predictable
 - Assistance with entry
- Robust (4.1)
 - Compatible

Results Classification

- Results are classified into three categories:
 - Passed: Items meeting all accessibility requirements
 - Warnings: Items flagged as potential accessibility concerns requiring review
 - Failed: Items that do not meet accessibility requirements

Verification Process

- Assessment Reports
 - Provider shall generate assessment reports using the Assessment Tool for each processed document. Reports shall include:
 - Detailed results for each category
 - Overall compliance percentage
 - List of any warnings or errors identified

Compliance calculations are inherently dependent on, and limited by, the capabilities of the Assessment Tool in use at the time of evaluation. The Provider may update or replace the Assessment Tool at its discretion, and any such change may result in variations to reported compliance percentages. All reported percentages are therefore subject to the

Source Document Quality Standards and the Technical Limitations described in this Agreement.

EXHIBIT B

PRICING SCHEDULE

Company's Price List applies to all SaaS purchases and will be updated from time to time by Company.

Pricing is based on purchasing credits. Each credit can be applied as follows:

Level	Description	Credits per Page
Level 1	Standard	1
Level 2	Enhanced	6
Level 3	Expert Review	40

Volume Pricing

Price per credit discount is based on credits purchased at time of order.