

**Article I.** Document Elf User Agreement version 2.0 as of and effective on February 10, 2023.

**Section 1.01** The following “User Agreement” governs your use of the services provided by Juno 111, LLC operating and doing business as Document Elf. This is a legal agreement between the Subscriber and Juno 111, LLC. By subscribing to and using Document Elf, you are agreeing to the terms of this User Agreement.

**Section 1.02** The term “Subscriber” means you the subscriber to the services provided by Juno 111, LLC operating and doing business as Document Elf along with all additional users under your subscription, all attorneys that you are associated with and all other employees, agents and/or subcontractors working with you.

**Section 1.03** Subscriber is granted a non-exclusive, non-transferable, limited license to access and use the Document Elf service for its intended purpose. Subscriber acknowledges and agrees that all ownership, license, intellectual property and other rights and interests in and to the services shall remain solely with Juno 111, LLC. Subscriber agrees not to reproduce, duplicate, copy, sell, resell or exploit access to Document Elf, its website, images and/or visual design. Subscriber agrees not to modify, reverse engineer, adapt or otherwise tamper with Document Elf or modify another website so as to falsely imply that it is associated with Document Elf, Juno 111, LLC, or any other software or service provided by Juno 111, LLC.

**Section 1.04** Subscriber agrees that its use of Document Elf takes place in Fargo, North Dakota and that Document Elf can only be accessed within the United States of America and subject only to the laws of use and privacy as provided in the state of North Dakota.

**Section 1.05** Subscriber agrees and acknowledges that Juno 111, LLC may use third party vendors, such as React, TypeScript, Docker, AWS S3, AWS Textract, Google Cloud SQL Postgres, Google Cloud Run Stripe, Sendgrid, Auth0, and others, to provide necessary hosting, storage, networking, hardware, software and related technology to operate and provide the Document Elf services.

**Section 1.06** Juno 111, LLC reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with Document Elf, with or without notice. When possible, Juno 111, LLC shall provide Subscriber with 30-days notice of any modification that materially reduces the functionality of the Service. Continued use of the Service following any modification constitutes Subscriber's acceptance of the modification. Juno 111, LLC reserves the right to temporarily suspend access to Document Elf for operational purposes, including, but not limited to, maintenance, repairs or installation of upgrades, and will endeavor to provide no less than two business days notice prior to any such suspension. Such notice shall be provided to you in advance by notification within Document Elf, email or other notification method deemed appropriate by Juno 111, LLC. Further, Juno 111, LLC shall endeavor to confine planned operational suspensions with its best effort to minimize disruption to the Subscriber but reserves the ability to temporarily suspend operations without notice at any time to complete necessary repairs. In the event of a temporary suspension, Juno 111, LLC will use the same notification methods listed in this section to provide updates as to the nature and duration of any temporary suspension.

**Section 1.07** The Subscriber or those designated by Subscriber shall be considered the Application Administrator with authority to administer the subscription and designate additional users. Each subscription may designate multiple Application Administrators. Any Application Administrator shall be deemed to have the authority to manage the Subscriber's Document Elf subscription.

**Section 1.08** This User Agreement constitutes the entire agreement between Subscriber and Juno 111, LLC and governs all use of the Document Elf services, superseding any prior agreements between Subscriber and Juno 111, LLC. Juno 111, LLC reserves the right to amend this User Agreement. In the event of material changes to the Agreement, Juno 111, LLC will notify Subscriber, by email, or by other reasonable means of these changes prior to their enactment. Continued use of the Document Elf services will establish Subscriber's acceptance of the amended User Agreement.

## **Article II.** Inspection and Approval.

**Section 2.01** Subscriber has been offered free use of the Document Elf application. Subscriber has thoroughly investigated the Document Elf application and its use of third-party vendors to provide Document Elf's services to Subscriber. Subscriber is aware of the inherent risks involved in the use of cloud-based subscription services. After completing its investigation and being fully aware of any risks involved Subscriber has determined that Subscriber will enter into this agreement with Juno 111, LLC to provide Subscriber with Document Elf's services according to the express terms and conditions of this user agreement.

## **Article III.** Confidentiality

**Section 3.01** Subscriber and Juno 111, LLC agree to treat all Confidential Information as confidential and not to use or disclose such Confidential Information except as necessary to perform their obligations under this Agreement. Subscriber's Confidential Information belongs to the Subscriber and will not be accessed or disclosed to Juno 111, LLC or any third party, except to perform the function and services provided by the Document Elf application.

**Section 3.02** Subscriber consents and authorizes Juno 111, LLC to use any Confidential Information uploaded to Document Elf to perform the functions and services provided to Subscriber including but not limited to using an outside application to scan any document and perform optical character recognition to the extent needed to provide services, store documents, store notes created from documents, store notes created by Subscriber and Subscriber's users, create reports requested by Subscriber and Subscriber's users, store reports requested by Subscriber and Subscriber's users and create activity logs documenting the actions of Subscriber and Subscriber's users.

**Section 3.03** Juno 111, LLC will employ reasonable and acceptable business practices and use reliable and knowledgeable vendors to encrypt and securely store Subscriber's documents and work product. Juno 111, LLC currently contracts with Google Cloud SQL Postgres to provide and manage database services used by Document Elf. Additional information concerning Google Cloud security can be found at <https://cloud.google.com/security>.

**Section 3.04** Subscriber acknowledges that there is a risk that documents and work product stored on Document Elf and transmitted electronically may be illegally accessed or intercepted by nefarious third parties. Subscriber agrees to accept this risk and agrees that Subscriber will not hold Juno 111, LLC liable for any loss, damage or injury resulting from the interception of information by the illegal and nefarious acts of third parties.

#### **Article IV. Security and Access**

**Section 4.01** Juno 111, LLC is responsible for providing a secure method of authentication and accessing Document Elf.

**Section 4.02** Subscriber will implement policies and procedures to prevent unauthorized use of usernames and passwords and will promptly notify Juno 111, LLC upon suspicion that a username and password has been lost, stolen, compromised, or misused.

#### **Article V. Work Product**

**Section 5.01** Subscriber's work product consisting of the creation of notes and reports is Subscriber's property. Subscriber's work product will be treated as Confidential Information as described in this User Agreement.

**Section 5.02** Juno 111, LLC will provide managed backup services designed to facilitate restoration of Subscriber's work product to Document Elf's servers in the event the primary data is lost or corrupted. Juno 111, LLC will take reasonable action to protect and recover Subscriber's Work Product.

**Section 5.03** Subscriber acknowledges that it will follow the best reasonable practices of storing and maintaining its work product including but not limited to downloading its notes and reports to its own selected storage devices as it deems necessary.

#### **Article VI. Limitation of liability and resolution of disputes**

**Section 6.01** Except for damages caused by Juno 111, LLC's fraud, willful, or intentional acts, Subscriber waives the right to claim any loss, injury, claim, liability or damage of any kind resulting in any way from its use of Document Elf. Subscriber agrees that any liability of Juno 111, LLC will not exceed the total amount that Subscriber has paid for its Document Elf subscription during the twelve months before the date that Subscriber's claim arose.

**Section 6.02** Subscriber agrees that Juno 111, LLC will not be liable for any special, indirect, incidental or consequential damages of any kind whatsoever regardless of the form of action or claim whether in contract, express or implied warranty, express or implied merchantability, express or implied fitness for a particular use, tort, negligence, strict liability or otherwise. Subscriber expressly agrees that the allocation of risk and the exclusion and limitation of damages is part of the express bargain between Subscriber and Juno 111, LLC to provide the Document Elf services for the agreed-on price.

**Section 6.03** Subscriber agrees that this agreement to provide Document Elf services by Juno 111, LLC is for the sole benefit of Subscriber and does not create any rights or obligations between Juno 111, LLC and any of Subscriber's clients. Subscriber agrees that it will indemnify and hold Juno 111, LLC harmless from and against any claims, actions, proceedings, losses, liabilities, judgments, obligations, penalties, damages, costs or expenses made by Subscriber's clients or any third party arising out of Subscriber's use of Document Elf.

**Section 6.04** Any disputes and claims between Subscriber and Juno 111, LLC will be resolved by binding arbitration according to the requirements of the North Dakota Century Code Chapter 32-29.3 Uniform Arbitration Act. All proceedings in arbitration will take place in Fargo, North Dakota. All legal proceedings allowed will be commenced in the East Central Judicial District Court in Cass County North Dakota. Any arbitration will be conducted by a three-arbitrator panel, with subscriber choosing an arbitrator and Juno 111, LLC choosing an arbitrator and the two chosen arbitrators choosing a third arbitrator who shall act as the presiding arbitrator.

**Section 6.05** This User Agreement and Subscriber's relationship with Juno 111, LLC will be enforced and governed exclusively by, and will be enforced, construed and interpreted exclusively in accordance with the laws applicable in the state of North Dakota and shall be considered to have been made and accepted in North Dakota, without regard to its conflict of law provisions. All disputes under this User Agreement will be resolved by the courts of North Dakota, and Subscriber consents to the jurisdiction of and venue in such courts and waives any objection as to inconvenient forum. In any action or proceeding to enforce rights under this Agreement, each party will pay their costs and legal fees.

## **Article VII. Subscription Charges and Payments**

**Section 7.01** Subscriber agrees to pay the basic Document Elf subscription charge along with any additional user charges when Subscriber creates its subscription.

**Section 7.02** Subscriber agrees to make monthly payments for its Document Elf subscription. The monthly charge will include the basic Document Elf subscription charge and payment for additional users authorized by Subscriber. The monthly payments will be deducted on the first day of each month, or soon thereafter, following the subscription creation date and continue each month until the subscription is cancelled.

**Section 7.03** Subscriber may cancel its account at any time. The subscription cancellation will be effective at the end of the month that has been paid for. Subscriber will not receive any refund for partial use of its monthly service and service will be provided to the end of the month that has been paid. After Subscriber cancels its account, Subscriber's Application Administrator will still be allowed to access information in Subscriber's Document Elf account to view and download documents, notes that have been created and reports created. At the end of the month of cancellation Subscriber will not be able to upload new documents, create new notes or create new reports.

**Section 7.04** Cancellations of the account or users can only be performed by the Application Administrator within Subscriber's Document Elf account.

**Section 7.05** Subscriber may add additional users to its account at any time. Adding a user will require payment for the additional user charges at the time new users are added to the account. Additional monthly charges for new users will be added to Subscriber's account for all subsequent months that a user remains on Subscriber's account.

**Section 7.06** Subscriber may cancel users at any time. A cancelled user will be removed from the account and the cancelled user's access to Document Elf will be terminated as soon as possible. There will be no refund of user charges paid for a cancelled user.

**Section 7.07** Payments for Subscriber's Account will be handled through Stripe an online payment processor. Juno 111, LLC will not collect or store Subscriber's credit card information. Subscriber's credit card information will be stored and protected exclusively by Stripe. Juno 111, LLC is not responsible for any damage that may be suffered by Subscriber related to the protection, loss or use of Subscriber's credit card information used by Stripe related to Subscriber's payment for its Document Elf subscription.

**Section 7.08** Juno 111, LLC may increase its basic Subscription price and additional user charges at any time by giving Subscriber at least 60 days notice before the increased price goes into effect.

**Section 7.09** Juno 111, LLC in its sole discretion retains the right to immediately suspend or cancel Subscriber's account without notice if Juno 111, LLC determines that Subscriber is in material violation of this User Agreement or a security emergency exists.

End of Document Elf User Agreement version 2.0.