



IP DIGITAL VENDOR TERMS AND CONDITIONS

IP Digital, Inc. is engaged in the business of selling, supporting, and migrating document management (DM) and Electronic Content Management (ECM) systems. Vendor (defined below) provides products, software or services IP Digital Inc. requires to support IP Digital Inc. business activities.

THIS DOCUMENT OUTLINING IP DIGITAL TERMS AND CONDITIONS (T & C) IS A LEGAL AGREEMENT THAT APPLIES TO VENDOR'S BUSINESS RELATIONSHIP WITH IP DIGITAL, INC ("PRINCIPAL").

Definitions. The following definitions will apply to this Agreement:

"Affiliate" means, with respect to a party, any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party, where "control" means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

"Confidential Information" means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information also includes: (a) IPD software and documentation; (b) IPD source code, non-public application programming interfaces, knowhow, ideas, plans, designs, specifications, coding, programming, processes, production techniques, technology, methodology and trade secrets; (c) nonpublic information relating to a party or its Affiliates' technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (d) third-party information that each party is obligated to keep confidential; and (e) the terms of any agreements, discussions or negotiations between the parties or their respective Affiliates regarding this Agreement. Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this Agreement or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known to Vendor at the time Vendor received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by the receiving party without reference to the other party's Confidential Information.



“Documentation” means getting started guides, user guides, user quick reference guides, and other technical and operations manuals and specifications published by IP Digital.

“Effective Date” means the earliest to occur of the following dates: (a) the date that Vendor accepts this Agreement via signature, or (b) the date Vendor accepts payment from IPD.

“Intellectual Property Rights” means (a) all patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, knowhow, and invention disclosures (whether registered or unregistered); (b) applications, reissues, confirmations, renewals, extensions, divisions or continuations for any of these rights; (c) trade secrets; and (d) all other intellectual property rights and similar forms of worldwide protection.

“Payment” means transfer of money from IP Digital to VENDOR by check, wire transfer, ACH transfer or any other tangible means.

“Principal”, “IP Digital, Inc”, “IP Digital”, “IPD”, “we”, “our”, “us” is defined as a technology company with a web site at www.ipdigital.net, using the mailing address of P.O. Box 211, East Walpole, MA 02032.

“Vendor” is defined as a company or affiliate from whom IP Digital has purchased products or services.

THIS AGREEMENT ALSO CONTAINS AN AGREEMENT TO ARBITRATE AND A CLASS ACTION WAIVER. BY ACCEPTING THIS AGREEMENT (WHETHER BY SIGNATURE, E_MAIL ACKNOWLEDGEMENT OR ACCEPTING PAYMENT), (A) YOU REPRESENT AND WARRANT THAT YOU HAVE FULL AUTHORITY TO BIND VENDOR TO THIS AGREEMENT, AND (B) YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF THIS AGREEMENT, AND YOU AND VENDOR AGREE THAT VENDOR IS BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

IF VENDOR DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT OR YOU DO NOT HAVE THE NECESSARY AUTHORITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF VENDOR, PROMPTLY RETURN IP DIGITAL INFORMATION, DOCUMENTATION AND PAYMENTS. IF IP DIGITAL SOFTWARE OR ANY DOCUMENTATION WAS DOWNLOADED, DESTROY ALL COPIES OF THE IP DIGITAL SOFTWARE AND DOCUMENTATION. ANY DOWNLOAD OR USE OF THE IP DIGITAL SOFTWARE OR DOCUMENTATION THAT DOES NOT COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT IS UNAUTHORIZED AND UNLAWFUL.



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1) Representations and Warranties. Vendor represents and warrants as follows: (1) the services are in accordance with best industry practices; (2) all statements and materials regarding Vendor's qualifications to perform the work contemplated under this Agreement are true and correct and are not misleading or incomplete for any reason including by reason of omission; (3) All services will be performed in a professional, timely and competent manner; (4) IP Digital will receive good and valid title to all deliverables delivered by Vendor to IP Digital under this Agreement, free and clear of all encumbrances and liens of any type; (5) Vendor has complied and will continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, licensing requirements and business codes. Vendor agrees to notify IP Digital immediately of any extortive solicitation, demand, or other request for anything of value, by, or on behalf of any entity or individual, relating to the subject matter of this Agreement.

2) Nondisclosure of Confidential Information. For purposes of this Agreement, the term "Confidential Information" means information (i) disclosed to or known by Vendor as a consequence of or through his or her engagement with IP Digital, (ii) not generally known outside IP Digital, and (iii) which relates to IP Digital's business. Confidential Information includes, but is not limited to, information of a technical nature, such as methods and materials, trade secrets, inventions, processes, formulas, systems, source code, computer programs, and studies, and information of a business nature such as project plans, market information, costs, customer lists, and so forth. Confidential Information does not include information that (i) is or becomes generally available to the public other than as a result of a disclosure by Vendor in violation of this Agreement, (ii) was previously known to Vendor without obligations of confidentiality's possession; or (iii) is required to be disclosed by administrative or judicial action, provided that Vendor immediately after receiving notice of such action notifies IP Digital of such action to give IP Digital the opportunity to seek any other legal remedies to maintain such Confidential Information in confidence.



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Recognizing that IP Digital is presently engaged, and may continue to be engaged, in the research and development of processes and the performance of services which involve experimental and inventive work, and that the success of IP Digital's business may depend upon the protection of its processes, products and services by patent, copyright or secrecy, and that Vendor may be exposed or receive access to Confidential Information prior to or during the course of his or her engagement, Vendor agrees that:

(a.) IP Digital has exclusive right and title to all Confidential Information, and Vendor assigns all rights s/he might otherwise possess in any Confidential Information to IP Digital. Except as required in the performance of his or her duties to IP Digital, Vendor will not at any time during or after the term of his or her engagement by IP Digital, which term will include any time in which Vendor may be retained by IP Digital as a consultant, directly or indirectly use, communicate, disclose or disseminate any Confidential Information.

(b.) All documents, records, notebooks, notes, memoranda and similar repositories of, or containing Confidential Information or any other information of a secret, proprietary, confidential or generally undisclosed nature relating to IP Digital or its operations and activities made or compiled by Vendor at any time or made available to Vendor during the term of his or her engagement by IP Digital, including any and all copies of the same, will be the property of IP Digital, will be held by Vendor in trust solely for the benefit of IP Digital, and will be delivered to IP Digital by Vendor on the termination of his or her engagement or at any other time on the request of IP Digital.

(c.) Vendor will not assert any rights under any inventions, trademarks, copyrights, discoveries, concepts or ideas, or improvements of the same, or know-how related to the same, as having been made or acquired by Vendor during the term of his or her employment or engagement if based on or otherwise related to Confidential Information.

2) Compliance with Privacy Standards. VENDOR agrees to protect IP Digital client information through compliance with all national and international privacy standards, including SOC Type 2, HIPAA, VPAT Section 508, SEC Rule 17a-4, HECVAT, the General Data Protection Regulation and the Swiss DPS, the California Consumer Privacy Act (CCPA), and Massachusetts Chapters 93H, 66A, 201 CMR 17.00 and 950 CMR 33.00.

3) Electronic Conduct of Business. Each party agrees to transact business by electronic means, including but not limited to transmittal of notices and execution of additional documents, if any, related to this Agreement.



4) Termination. The Principal – Vendor relationship may be terminated by the Principal under the following circumstances:

1. On 30 day's notice for any reason,
2. Immediately for cause, including but not limited to Vendor's breach of confidentiality, Vendor's bankruptcy or insolvency, or Vendors inability to meet technical specifications or business requirement,
3. On receipt of notice from IPD that an IPD client has terminated the project or contracted services.

4.1) In the event of termination, Vendor will return any and all materials, equipment provided to Vendor by IP Digital, along with any notes, documentation, and similar artifacts..

4.1.1) In the event of 1 or 2 above, Vendor will return any and all materials, software or equipment provided to Vendor by IP Digital, along with any notes, documentation, and similar artifacts. Vendor may or may not be entitled to progress payments or work in progress payments, at IP Digital's discretion.

4.1.2) In the event of 3 above, IP Digital will compensate Vendor for the value of services performed up to the date of termination. If IP Digital receives notice from its client to terminate the services, Vendor must cease rendering further services immediately following receipt of such notice.

5) Notices. Notices hereunder must be in writing and will be deemed duly given upon delivery to the parties' representatives at the addresses listed below or such different address as the parties may from time to time designate. Notices will be deemed effective on the day received, except if received on a non-business day or after 5:00 p.m. Eastern Standard Time on a business day, in which case they will be effective on the next business day after receipt. Notice may be given by registered or certified mail or by email. Notice may also be given by recognized overnight courier or by personal delivery, or by Vendor provided web forms.

If to IP Digital:

IP Digital, Inc.
PO Box 211
East Walpole, MA 02032
Email: notices@ipdigital.net, or wpeyton@ipdigital.net



If to Vendor:

Vendor's published address and e-mail address typically used for communications.

Notices provided by email or overnight courier will be effective on the first business day following the day we send it. Notices via registered or certified mail will be effective on the third business day after mailing. Notices via personal delivery will be effective when received.

We may update the email address or mailing address for notices to us by posting a notice on the IP Digital site or giving Vendor email notice.

6) Indemnification. Vendor will defend, indemnify, and hold harmless IP Digital and its officers, directors, shareholders, employees, agents, parent, subsidiaries, and other affiliates, from and against any and all damages, costs, liability, and expense, whatsoever (including attorneys' fees and related disbursements) incurred by reason of (a) any failure by Vendor to perform any covenant or agreement of Vendor set forth in this Agreement; (b) the death or injury to any individual, or damage to or loss of IP Digital property or the property of IP Digital's client due to the negligence and/or willful acts of Vendor or Vendor's personnel; or (c) any breach by Vendor of any representation, warranty, or covenant under this Agreement or violation of law. IP Digital will have the right of offset against fees or commissions due Vendor under this Agreement in the amount of any indemnification which IP Digital is entitled under this Section 10.

7) No Modification by Additional Terms. Vendor hereby acknowledges and agrees that the terms and conditions of this Agreement shall govern and replace any prior policies or agreements, explicit or implicit, whether in conflict with this Agreement or not.

For the avoidance of doubt, the terms of any existing agreement, if any, with a Principal whether conflicting or not with this Agreement shall not be contractually binding on Principal.

8) Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and to be construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws provisions thereof. All disputes relating to this Agreement will be settled by arbitration conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association in Norfolk County, Massachusetts. Judgment on the arbitral award is final and binding and may be entered in any court of competent jurisdiction.



Vendor further waives the right to bring a class action against IP Digital, or to serve as a representative of a class in a class action against IP Digital, whether in arbitration or in court. This Agreement will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction.

All arbitration proceedings will be held and a transcribed record prepared in English. There will be only one arbitrator. The seat, or legal place, of arbitration shall be as indicated above. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing nothing in this Agreement will be deemed to prevent IP Digital from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this Agreement.

The prevailing party in any suit will recover its reasonable attorneys' fees and costs, including expert costs, from the other party.

9) Severability. The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement, which will remain in full force and effect.

10) No Waiver. Any failure or delay by either party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other party of the provisions of this Agreement shall not operate or be construed as a waiver thereof. No waiver shall be binding on either party unless it is in writing and signed by an authorized representative of the party to be bound.

11) Legal Effect. This Agreement describes certain legal rights. Vendor may have other rights under the laws of Vendor's locality. This Agreement does not change Vendor's rights under the laws of Vendor's locality if the laws of Vendor's locality do not permit it to do so. This includes the Freedom of Information Act (FOIA) and related regulations, as applicable.

12) Assignment. Neither this Agreement, nor the rights or obligations arising under this Agreement, are assignable by Vendor, and any such attempted assignment, novation, or transfer shall be void and without effect. We may assign, novate, or transfer this Agreement without Vendor's consent. This Agreement will be binding upon and inure to the benefit of the parties and respective successors and permitted assigns.



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13) Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” or “include(s)” means “including but not limited to.” Vendor agrees that this Agreement will not be construed against IP Digital by virtue of having drafted them. The official text of this Agreement and any Order Form, amendment, or notice submitted hereunder, will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

14) Entire Agreement and Amendments. This Agreement constitutes the entire agreement of the parties with respect to the subject matter and supersedes all other negotiations, understandings and agreements between IP Digital and Subcontractor, whether prior to, or contemporaneous with, or subsequent to this Agreement. This Agreement can be changed only by written agreement signed by both parties.