

## **Doodlebase EULA and Subscription Agreement**

SCHEMAPORT LLC END USER LICENSE AND SUBSCRIPTION AGREEMENT (DOODLEBASE NETWORK, TRANSFORMER, AND TRANSPORTER)

Effective Date: October 16, 2016

Version 1.0

**IMPORTANT:**

PLEASE READ THIS END USER LICENSE AND SUBSCRIPTION AGREEMENT CAREFULLY. YOU WILL HAVE ACCEPTED THIS END USER LICENSE AND SUBSCRIPTION AGREEMENT IF YOU SUBSCRIBE TO OR USE SCHEMAPORT PRODUCTS AND SERVICES.

This Agreement is a legal agreement between you, the customer, and Schemaport LLC, a Washington limited liability corporation regarding the license, installation and subscription to use the Schemaport Doodlebase Network software, Transformer software, Transporter software and hardware and/or the Documentation, purchased by you from Schemaport LLC (hereinafter individually and collectively the "Schemaport Products and Services"). In this Agreement, "you" and "your" refer collectively to you, the business customer, corporation partnership, company or other business entity, and your employees and agents, and "we", "us" and "our" refer collectively to Schemaport LLC.

The Schemaport Products and Services support data uploading, data storage, and report generation to and from cloud-based services described below subject to the terms and conditions of your license and subscription. The Schemaport Products and Services are designed and intended to provide a representation of your data that will assist you in making decisions regarding the quality and reliability of your manufacturing processes and of the products created thereby. You acknowledge that the use of Schemaport Products and Services provided is at your own risk.

If you are a business entity, the person entering into this agreement on your behalf hereby represents and warrants to Schemaport LLC that he or she is (a) authorized to enter into this agreement on your behalf and bind you to the terms and conditions contained herein, and (b) is over the age of 18 years old.

Schemaport LLC is a US based corporation. If you use the Schemaport Products and Services in or from locations outside the United States you are responsible for compliance with all applicable laws and regulations.

Schemaport LLC may make changes to this Agreement at its sole discretion. Changes will be communicated to you either by email or by posting the new version of the Agreement on our website at [www.doodlebase.io](http://www.doodlebase.io) or as otherwise determined by Schemaport LLC in its sole discretion and your acceptance of and/or continued use of any Schemaport Products and Services after such notification of changes to this Agreement will constitute your acceptance of such changes. You may also be asked to re-acknowledge and re-accept this Agreement following any material changes.

### **1 PRODUCTS AND SERVICES; DEFINITIONS**

Throughout this Agreement, the following descriptions and definitions shall apply. More detailed information regarding Schemaport Products and Services can be found at <http://www.doodlebase.io>.

a. **PRODUCTS AND SERVICES.** Doodlebase Network ("Network") is the Schemaport Products and Services that accepts uploaded data conforming to either a pre-set standard XML data format, or a previously agreed to data format between Schemaport LLC and the Customer. The Network stores data in a relational manner and organizes it for data analysis as a data source for business intelligence applications. Customers may connect to the Network to download their data in the form of reports. Report design data elements are governed solely by Schemaport LLC. Customer data that is entered into the Network is also stored in raw form in cloud storage. Doodlebase Transformer ("Transformer") is a software library intended to assist in the integration of user software for uploading data to the Network. Doodlebase Transporter ("Transporter") is a hardware device containing software for aiding the uploading of data to the Network.

b. **DEFINITIONS**

- (i) "Schemaport Products and Services" refers to each of, and collectively to, Doodlebase Network, Doodlebase Transformer, and Doodlebase Transporter and associated schemas, software, and documentation.
- (ii) "Device" means your computer, tablet, smartphone, or any other electronic device.
- (iii) "Documentation" as used in this Agreement means written information (whether contained in user or technical manuals, training materials, and specifications or otherwise) specifically pertaining to the Schemaport Products and Services and made available by Schemaport LLC with the Schemaport Products and Services in any manner.
- (iv) "Modifications" refers to additional or modified functionality, updates, enhancements, security updates and patches, and upgrades to Schemaport Products and Services or to remove or terminate the functionality of any Schemaport Products and Services in accordance with the termination provisions of this Agreement.
- (v) "User Data" means all content and materials shared, stored, or otherwise submitted by you.

c. **YOUR OBLIGATIONS.** You represent and warrant that (a) you shall use the Schemaport Products and Services only for lawful purposes, and will comply at all times with all applicable federal, state, and local laws and regulations applicable to the use of the same; and (b) you shall use the Schemaport Products and Services only for your business needs and, data synchronization and sharing needs, and for no other commercial or third party use.

## **2 GRANT OF LICENSE**

a. **SCHEMAPORT PRODUCTS AND SERVICES LIMITED EVALUATION LICENSE.** This license, if granted by your engagement in Schemaport consulting services, is subject to the terms of this Agreement, whereby you are granted a nonexclusive, nontransferable license by Schemaport LLC to use for evaluation purposes the Network and Transformer for the period of time defined in your Schemaport consulting agreement (Evaluation Period). If you want to continue to use any version of Schemaport Products and Services after the Evaluation Period, you must acquire from Schemaport LLC, for a fee, a subscription to the Network. Use of Schemaport Products and Services after the expiration of the Evaluation Period without acquiring such a license is outside the scope of this Agreement and a violation of U.S. and international copyright laws. If you do not purchase a subscription to Schemaport Products and Services during the Evaluation Period, your ability to use the Schemaport Products and Services, including your ability to store or retrieve User Data from the Network, will automatically cease to function after the evaluation period of time defined in your Schemaport consulting agreement.

b. **SCHEMAPORT PRODUCTS AND SERVICES LICENSE.** If you subscribe to use Schemaport Products and Services, Schemaport LLC grants to you a nonexclusive and nontransferable license to use during the term of your subscription those Schemaport Products and Services that you have validly licensed and subscribed to use, along with their related Documentation.

c. **TITLE AND LIMITATIONS.** This is a license and subscription to use the Schemaport Products and Services during the term of your subscription, not a transfer of title to the Schemaport Products and Services. Schemaport LLC retains ownership of the Schemaport Products and Services. You are granted no implied licenses to any other intellectual property rights other than as specifically granted herein. You acknowledge that the Schemaport Products and Services contain trade secrets of Schemaport LLC, its suppliers, or licensors, including but not limited to, the specific internal design and structure of individual programs and associated interface information. Accordingly, except as otherwise expressly provided under this Agreement, you shall have no right, and you specifically agree not to: (i) make error corrections to, or otherwise modify or adapt, the Schemaport Products and Services or to create derivative works based upon the Schemaport Products and Services, or permit third parties to do the same; (ii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Schemaport Products and Services to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (iii) use or permit the Schemaport Products and Services to be used for commercial use beyond its general use by you in the operation of your business or to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Schemaport LLC; (iv) disclose, provide, or otherwise make available trade secrets contained within the Schemaport Products and Services in any form, to any third party without the prior written consent of Schemaport LLC; or (v) use the Schemaport Products and Services to develop any software application or similar products and services.

You acknowledge and agree that Schemaport LLC reserves the right to remotely prevent access to and/or use of the Schemaport Products and Services in the event that (i) Schemaport LLC becomes aware, from you or otherwise, of unauthorized access or use of the Schemaport Products and Services by any third party using any user name, password, or other login credentials of you, or (ii) this Agreement is terminated. You may provide feedback to Schemaport LLC with respect to the Schemaport Products and Services. Notwithstanding any provision of the Agreement to the contrary, Schemaport LLC may use such feedback for any purpose without obligation of any kind. To the extent a license is required to make use of such feedback, you hereby grant to Schemaport LLC an irrevocable, non-exclusive, perpetual, royalty-free, transferrable license, with right to sublicense, to use such feedback in connection with Schemaport LLC's business, including enhancement of the Schemaport Products and Services.

d. **NO SUBLICENSES.** You will not sublicense or transfer in any other manner the right to use or access Schemaport Products, unless specifically negotiated and agreed to by Schemaport LLC.

f. **ACCESS TO SCHEMAPORT PRODUCTS AND SERVICES.** In order to use Schemaport Products and Services, you must provide all Devices, equipment and software necessary to use Schemaport Products and Services that are not a part of the Schemaport Products and Services, including, but not limited to, a Device that is in working order running an operating system compatible with the Schemaport Products and Services and that is suitable for use in connection with the Schemaport Products and Services. You are responsible for ensuring that your Device, equipment and/or software do not disturb or interfere

with Schemaport LLC's operations or the operations of other users of Schemaport Products and Services. If any Modification to Schemaport Products and Services requires changes in your Device, equipment or software, you must effect these changes at your own expense. Unless explicitly stated otherwise, any new or additional features that augment or enhance Schemaport Products and Services, including the release of new products and services, shall be subject to the terms and conditions of this Agreement.

### **3 PAYMENT**

a. **PRICING INFORMATION.** Pricing and subscription information for Schemaport Products and Services is available by contacting Steve Hugh at [steve@schemaport.com](mailto:steve@schemaport.com). Schemaport LLC may change the price for the Schemaport Products and Services from time to time. Such changed price will take effect after the expiry of the then current paid for period (i.e. the term that you have already paid for) and upon notice from Schemaport LLC. If you do not wish to be bound by such changed price relating to your Schemaport Products and Services you may terminate your subscription of your Schemaport Products and Services in accordance with Section 8 (Termination). Your continued use of the Schemaport Products and Services after the communication of such price change to you constitutes an acceptance of such new price.

b. **PAYMENT TERMS.** Schemaport LLC may offer you the opportunity to subscribe to the monthly, or annual subscription fee, as applicable for the respective Schemaport Products and Services. After the Evaluation Period, if granted, if you do not sign up for a fee-based version of the Schemaport Products and Services, Schemaport LLC will remove all User Data from the Network. BY ACCEPTING THIS AGREEMENT AND USING SCHEMAPORT PRODUCTS AND SERVICES, YOU EXPRESSLY AUTHORIZE SCHEMAPORT LLC TO BILL AND COLLECT PAYMENT FROM YOU BY ANY PAYMENT METHOD YOU REGISTER WITH SCHEMAPORT LLC INCLUDING, BUT NOT LIMITED TO, YOUR CREDIT CARD, BANK ACCOUNT, OR ONLINE PAYMENT SYSTEM SUCH AS PAYPAL.

If you agree to pay the fee for subscribing to the Schemaport Products and Services, such fee will be billed on a monthly or annual basis by Schemaport LLC or charged by a company designated by Schemaport LLC in accordance with the payment method you have chosen for your purchase. Payments are due prior to the beginning of the term for which you have subscribed. If you are paying by credit or debit card, by designating a card to be billed, you confirm that you are authorized to make such purchase and that you are the holder of such card (e.g., that the card is issued in your name). It is your responsibility to maintain proper payment and billing information with Schemaport LLC. Failure to maintain proper and up-to-date payment and billing information will result in the termination of your license and subscription to the Schemaport Products and Services in accordance with Section 8 (Termination).

Your subscription to the Schemaport Products and Services you purchase will automatically renew at the end of each billing cycle at the then current fees unless you terminate your subscription prior to the end of such billing cycle in accordance with Section 10 (Termination). Unless you notify Schemaport LLC otherwise, such renewal will always be for your prior subscription term. At the time of renewal Schemaport will bill using the payment method you have designated.

Schemaport LLC will not refund any payments already paid, and any cancellation by you will take place at the end of your applicable subscription term, unless a sooner date is requested.

#### **4 DATA STORAGE AND SECURITY**

- a. DATA STORAGE. Data sent to the Network (“User Data”) is stored and backed up. Schemaport Products and Services are not intended to be used for the primary storage of your User Data, and doing so is done at the User’s own risk. User Data stored to the Network is stored on Schemaport LLC’s servers and User Data is encrypted during transfer to Schemaport LLC. The Network is designed to work with Devices that are in-use and frequently connected to the Internet.
- b. DATA SECURITY. The data stored on the Network is sent securely to the Network and is stored in the Network un-encrypted. Schemaport LLC uses industry standard methods to protect access to your data on a best-effort basis.
- c. ACCOUNT DETAILS AND PASSWORD. You agree to keep all account and password details private and to not share them with anyone else in order to prevent unauthorized access to your account, your password, and/or your User Data. Schemaport LLC is not liable for any loss or damage arising from any access to, sharing or use of your account, your password or your User Data. If you believe there has been any unauthorized access to your account, you must notify Schemaport LLC immediately.
- d. AUTHORIZED DATA SHARING. Using the Admin role of your Network you may add “Users” and give them rights to share your data and/or add data to your Network. Through the Admin role you create usernames and passwords for these Users. You are responsible for the data added or shared in this manner, and agree that such Users you create and authorize for access to your Network have your permission to add or download your data. You are responsible for your data and agree to protect it against unauthorized use.

#### **5 PRIVACY AND CUSTOMER INFORMATION**

- a. METHOD OF PAYMENT INFORMATION. If you subscribed to the Schemaport Products and Services, we may collect and store your method of payment for the Schemaport Products and Services you have purchased.
- b. ACCOUNT CREDENTIALS. Your e-mail address in combination with your password, allows Schemaport LLC to verify your identity. SCHEMAPORT LLC EXPLICITLY DISCLAIMS ALL LIABILITY FOR ANY LOST, STOLEN, OR DELETED USER DATA, INCLUDING ANY DATA DELETED REMOTELY DUE TO THE COMPROMISE OF YOUR PASSWORD, YOUR ACCOUNT CREDENTIALS OR ACCESS TO YOUR E-MAIL ACCOUNT.
- c. INFORMATION COLLECTED VIA THE INTERNET. Schemaport Products and Services may contact Schemaport LLC to verify the status of any subscription and right to use the Schemaport Products and Services. Devices with installed Schemaport Products and Services may also be tracked by Schemaport LLC (such as via Internet Protocol address) to locate where on the Internet that computer is located.
- d. USER STATISTICS. Schemaport LLC may examine your data and data storage and user statistics for the purpose of improving its products. Schemaport LLC will not use your data for any commercial purpose without your consent.

#### **6 MODIFICATIONS**

For continuity of performance, you agree that Schemaport LLC may, at any time in the sole discretion of Schemaport LLC, modify its products and services. While Schemaport LLC extensively tests all

Modifications for compatibility, Schemaport LLC does not warrant that Modifications or the Schemaport LLC Products will be compatible with your Device. In the event your Device is not compatible with any Modification or the Schemaport Products and Services, your sole remedy is to terminate this Agreement and your subscription to the Schemaport Products and Services in accordance with Section 8.

## **7 PROPRIETARY NOTICES**

You agree to maintain and reproduce all copyright, trademarks and other proprietary notices on all copies, in any form, of the Schemaport Products and Services and the Schemaport Products and Services in the same form and manner that such copyright and other proprietary notices are included on the Schemaport Products and Services and the Schemaport Products and Services. Except as expressly authorized in this Agreement, you shall not make any copies or duplicates of any Schemaport Products and Services or the Schemaport Products and Services without the prior written permission of Schemaport LLC.

## **8 TERMINATION**

This Agreement shall be effective as of your acceptance of this Agreement or your use of the Schemaport Products and Services, whichever is sooner, and shall continue in effect until terminated as set forth in this Agreement. Either party may, at its election and in its sole discretion, terminate this Agreement and any subscription to the Schemaport Products and Services at will, at any time, but Schemaport LLC will not be liable for refunding any prepaid Fees for any unused portion of a subscription term. Schemaport LLC specifically reserves the right to terminate this Agreement and your use of Schemaport LLC products immediately, without notice from Schemaport LLC, if you fail to comply with any provision of this Agreement. Schemaport LLC is further entitled to obtain injunctive relief if your use of the Schemaport Products and Services is in violation of any restrictions set forth in this Agreement, including without limitation any license restrictions. Upon termination, you shall destroy all copies of the Schemaport Products and Services and Documentation in your possession or control. THE TERMINATION OF YOUR ABILITY TO CONTINUE TO USE SCHEMAPORT PRODUCTS AND SERVICES WILL CAUSE THOSE SCHEMAPORT PRODUCTS AND SERVICES TO CEASE FUNCTIONING AND RESULT IN YOU NOT BEING ABLE TO ACCESS ANY USER DATA THAT WAS STORED.

FOLLOWING TERMINATION YOU WILL HAVE LIMITED ACCESS TO YOUR DATA STORED, IF APPLICABLE, HOWEVER THERE IS NO GUARANTY THAT THIS SERVICE WILL CONTINUE OR BE AVAILABLE TO YOU. The termination of this Agreement shall not affect: a) the obligations of the parties to account for and pay to one another any amounts for which they are obligated by virtue of transactions or events which occurred prior to the effective date of termination; or b) any other obligation or liability which either party has to the other under this Agreement. Upon termination of the Agreement, or at your request at any time during the term of the Agreement, Schemaport LLC will (i) make available to you or (ii) to the extent commercially practicable, destroy and certify the same (at your election) all User Data stored in the Network. You shall have fifteen (15) business days after termination of the Agreement to extract your relational data from the Network through the use of the data sources provided; thereafter, Schemaport LLC shall, to the extent commercially practicable, destroy and, at your request, certify the same. If you request Schemaport LLC return your uploaded file data in the Network during such fifteen-day period, the parties shall work together in good faith to return your uploaded file data with you bearing the reasonable costs and expenses of such return, including any required professional services at Schemaport LLC's then-current applicable hourly rate for such services.

## **9 ALLOCATION OF RISK**

You acknowledge and agree that Schemaport LLC has set its prices and entered into this Agreement and your subscription to the Schemaport Products and Services in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

## **10 LIMITED WARRANTY**

Schemaport LLC warrants that, for a period of ninety (90) days from the date of the first purchase of your subscription to the Schemaport Products and Services that such Schemaport Products and Services, in the form delivered by Schemaport LLC, will substantially conform to and perform substantially in accordance with Schemaport LLC's published Documentation, to the extent such exists, with respect thereto when installed and operated in accordance with Schemaport LLC specifications, and Schemaport LLC will endeavor to correct any failure of the Schemaport Products and Services to so conform or perform provided Schemaport LLC receives written notice from you within said ninety (90) day period. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SCHEMAPORT PRODUCTS AND SERVICES FURNISHED BY SCHEMAPORT LLC AND ACCEPTED BY YOU ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED AND DISCLAIMED BY SCHEMAPORT LLC. SCHEMAPORT LLC DOES NOT WARRANT THAT THE SCHEMAPORT PRODUCTS AND SERVICES OR ASSOCIATED DOCUMENTATION WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SCHEMAPORT PRODUCTS AND SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF SCHEMAPORT PRODUCTS AND SERVICES IS WITH YOU.

## **11 LIMITATION OF SCHEMAPORT LLC LIABILITY**

IN NO EVENT SHALL SCHEMAPORT LLC BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

## **12 DAMAGES CAP**

IN NO EVENT SHALL SCHEMAPORT LLC'S TOTAL, AGGREGATE LIABILITY FOR ANY LOSS, INJURY, DAMAGE OR EXPENSE ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH THE SITE, THE SERVICES, THE SOFTWARE AND/OR THIS AGREEMENT EXCEED THE AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER TO SCHEMAPORT LLC FOR THE MOST RECENT SIX MONTH PERIOD PRIOR TO WHICH ANY SUCH LOSS, INJURY, DAMAGE OR EXPENSE OCCURRED.

## **13 INDEMNITY BY YOU**

You will, to the fullest extent permitted by law, indemnify Schemaport LLC and its officers, directors, shareholders, employees and agents and their respective successors and assigns (collectively, the "Schemaport LLC Indemnified Parties") against and hold the Schemaport LLC Indemnified Parties harmless from any and all claims, liabilities, damages, costs and expenses, including reasonable

attorneys' fees in connection with investigating, defending, or settling any claim relating to or arising out of any acts or omissions on your part which give rise to claims against Schemaport LLC Indemnified Parties by third parties.

#### **14 GENERAL PROVISIONS**

a. **GOVERNING LAW.** Every provision of this Agreement will be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision will be deemed severed from this Agreement, and all other provisions will remain in full force and effect. The laws of the State of Washington, excluding its conflicts of law rules, govern this Agreement and your use of the Schemaport Products and Services. Your use of the Schemaport Products and Services may also be subject to other local, state, national, or international laws. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provision shall be deemed amended to approximate as closely as possible the effect of the original terms. All other provisions of this Agreement shall continue in full force and effect. Any action between the parties will be venued in a state or federal court situated within the state of Washington, and you irrevocably submit yourself to the personal jurisdiction of such courts for such purpose. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

b. **ASSIGNMENT AND RESALE.** Schemaport LLC may assign its rights and obligations under this Agreement but your rights under this Agreement are not assignable or transferable. You agree not to resell the Schemaport Products and Services or any portion thereof unless specifically negotiated and agreed to by Schemaport LLC. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

c. **NO THIRD PARTY BENEFICIARIES.** No third-party beneficiaries are intended or shall be construed as created by virtue of this Agreement.

d. **EXPORT COMPLIANCE.** You may not use or otherwise export or re-export the Schemaport Products and Services except as authorized by United States law and the laws of the jurisdiction in which the Schemaport Products and Services were obtained. In particular, but without limitation, the Schemaport Products and Services may not be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the Schemaport LLC Products, You represent and warrant that you or your data collection and data reporting applications are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons. You may not use the Schemaport Products and Services for storing information that is classified or sensitive to export by the U. S. Government

e. **SEVERABILITY.** The provisions of this Agreement shall be considered to be separable and independent of each other. In the event that any provision of this Agreement shall be held to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this Agreement.



## **15 QUESTIONS OR ADDITIONAL INFORMATION**

If you have any questions regarding this Agreement or wish to obtain additional information, please send an email to [steve@schemaport.com](mailto:steve@schemaport.com).