

Terms and Conditions

The Syndicated Newsletter Order Form (this "**Agreement**"), constitute a legal agreement between the "Company" set forth in the Dealer Information section of the Order Form ("**dealer**"), and Evolved Office ("**EO**") for Dealer's use of Evolved Office ("**Evolved Office**"). By executing this Agreement, Dealer hereby initiates an order to use Evolved Office's Services (as defined below), subject to all terms and conditions of this Agreement.

1. Use of Services. During the Term of this Agreement (as defined in Section 3 below) and subject to all terms and conditions set forth herein, as well as any guidelines, rules or operating policies that EO may establish and post from time to time on <http://www.evolvedoffice.com> (the "site"), including, without limitation the Evolved Office anti-spam policy, privacy policy and prohibited content and commerce statement (collectively, the "policies"), EO agrees to use commercially reasonable efforts to provide Dealer with the Services. From time to time, Evolved Office may modify the terms and conditions of this Agreement and any of the foregoing guidelines, rules, policies and/or statements.

2. Description of Services. Evolved Office's online marketing products include Evolved Office Syndicated and Syndicated Plus Version (individually and collectively referred to as the "**Services**"), as more fully described in subsections (a) and (b) immediately below. The selection(s) made and submitted by Dealer during the registration process will identify the specific Service(s) subscribed to by Dealer and its dealers hereunder. The following describes the Services currently offered by Evolved Office online:

a. Evolved Office Syndicated (paid by DocuWare): By subscribing to the Evolved Office Syndicated Service, an ADP may use the Evolved Office web tools to add products and thumbnail ad only and send the ready-to-go electronic and printed marketing material for its internal and external use.

b. Elite Package Upgrade (upgrade option for ADP - \$299 p/month): Upgrade DocuWare Sponsored Newsletter Marketing Campaign to Elite Package: Includes Interactive Video Brochure Library + E-Shot and Postcard Design Libraries (E-Shot includes customized HTML email blast to an unlimited number of email addresses.)

3. Term. The term of this Agreement shall be for a period of one (1) year from the date set forth as the "Effective Date" on the signature page to this Agreement (the "**Term**"), subject to earlier termination in the manner set forth in Section 12 below; provided, however, that the Term of this Agreement shall automatically renew for an unlimited number of additional one-year terms unless Dealer provides notice EO not less than thirty (30) days prior to the then-current year of the Term of Dealer's intention not to renew this Agreement, and the "Term" of this Agreement shall be deemed to include each renewal year prior to such notice or early termination in accordance with the provisions hereof.

4. Subscriber Fees and Payment; Other Payment Terms. In consideration for the Evolved Office Services to be provided by EO, participating subscribers agree to pay the annual subscription fees set forth in the order form linked to this Agreement (the "**Subscription Fees**") on a monthly basis. All subscription fees are non-refundable and subject to the payment of the annual amount for each such subscriber's term, notwithstanding that EO permits monthly payment installments of such annual fee. Each Subscriber acknowledges that from time to time, delivery of email messages sent using the Services may be blocked or prevented at destination email servers. Subscriber's payment obligation set forth herein continues regardless of whether delivery of such email messages is prevented or blocked by a third party. The fees shall include all applicable foreign, federal, state and local taxes payable with respect to this Agreement. Any payment not received by EO from either Dealer or a Subscriber by the due date may be subject, at EO's sole discretion, to a late fee equal to 1.5% per month (or the maximum rate permitted by law) of the amount then due. In the event either Dealer or Subscriber fails to make timely payments when due, EO may, at its election, discontinue, terminate or suspend any or all Evolved Office Services and delete all Dealer Data (as defined below) from its systems.

5. Customer Data. EO will not own any data, information or material that Dealer submits to Evolved Office in the course of its provision of the Services, whether relating to Dealer or to any Subscriber (collectively, the "**Dealer Data**"). EO will not use, sell, distribute data submitted, nor will EO market to dealers contact list at any given time. Dealer will be solely responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Dealer Data, and sole intellectual property ownership thereof. (To be part of the DocuWare Sponsored Newsletter Marketing Campaign, you authorize Evolved Office to blast one DocuWare Webinar reminder a month to your uploaded lists. Webinar registrants from your territory are forwarded back to you as leads. DocuWare never has access to your lists.)

6. Passwords. In connection with EO's provision to Dealer of the Services, EO will send to Dealer's designated email address of record in Dealer's account information, information such as user-ids and/or passwords which will enable Dealer to access the Evolved Office Services software (the "**Passwords**"). Dealer agrees to maintain the Passwords in strict confidence and not to provide the Passwords to any third party. Any unauthorized use of the Passwords by Dealer will constitute a material breach of this agreement.

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Terms and Conditions (contd.)

7. Proprietary Rights. This is an Agreement for Services and Dealer is not granted any license or any other intellectual property right hereunder. All software and other intellectual property used in connection with, or embedded in, the Services (the "software") and all content (excluding Dealer Data), are and shall remain the sole and exclusive property of EO. Accordingly, Dealer acknowledges that EO owns all right, title and interest in and to the Services and all the software and other intellectual property used in connection with, or embedded in, the Services, including, without limitation, all UNITED STATES and international patent rights, copyrights, trademark rights, trade secret rights, and all other proprietary rights pertaining thereto (collectively, "**EO IP**").

8. No Tampering. Each email message that is sent using the Services must contain an "unsubscribe" link that allows visitors to remove themselves from Dealer's mailing list and a link to the Evolved Office policies. Dealer agrees that it will not remove, disable or attempt to remove or disable either link. Further, each such email message may contain an automatic identifying footer such as "powered by Evolved Office" or words of similar effect. Dealer agrees that it will not remove, disable or attempt to remove or disable such footer.

9. Representations, Warranties and Covenants. Dealer represents, warrants and covenants to EO that: (i) if an individual, is at least eighteen (18) years old; (ii) if an entity, it is an entity duly organized and validly existing in good standing under the laws of the state in which it was organized; (iii) it has full power and authority to enter into this Agreement, which, upon its execution hereof, will constitute a legal, valid and binding obligation enforceable against it in accordance with the terms hereof; (iv) all information provided by it to EO during the term of this Agreement, is and will be truthful, accurate and complete; (v) its use of the Services will be in accordance with the terms and conditions of this Agreement.

10. Disclaimer of Warranties. While Evolved Office makes every effort to ensure the material contained in the suggested newsletters and associated library articles are accurate and free of error, it remains the responsibility of the user to evaluate its accuracy, completeness and relevance for their purposes prior to broadcast. Links to other websites are inserted for convenience by the user and do not constitute endorsement of material at those sites by Evolved Office.

Please ensure that all newsletter content and associated links are thoroughly proofed prior to broadcast. We cannot accept liability for said articles once used in broadcast or printed format.

11. Indemnification. Dealer agrees to indemnify, defend and hold harmless all EO Parties from any and all claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising from Dealer's negligence or intentional misconduct, Dealer's violation of this Agreement, Dealer's violation of any Evolved Office guidelines, rules, operating policies or statements, Dealer's breach of any of its representation, warranties or covenants set forth herein, Dealer's breach of any law, statute, regulation or other legal requirement applicable to it, or Dealer's infringement of any intellectual property rights or other rights of any person or entity.

12. Termination. EO reserves the right to terminate this Agreement immediately if Dealer breaches any of its material obligations under this Agreement. Dealer reserves the right to cancel this agreement only upon notice to EO as provided in Section 3 above. Any default in the performance of any of Dealer's obligations hereunder, shall be considered a material breach of this Agreement and shall entitle EO to terminate immediately this Agreement, to terminate the provision of Evolved Office and the Services, and to pursue all available equitable and legal remedies available to EO. Upon termination of this Agreement, Dealer's payment of all unpaid and outstanding fees through the end of the next contract year in which Dealer may terminate this Agreement must be received by EO within thirty (30) days of such termination, Dealer acknowledges and agrees that after the thirtieth (30th) day following termination, EO has no obligation to retain the Dealer Data and may delete and destroy such Dealer Data without providing Dealer with notice of such deletion.

13. Governing law. This Agreement will be governed by the laws of the state of Florida as applied to agreements entered into and performed entirely within the state of Florida, without regard to any choice of law provisions thereof. The rights and obligations of the parties under this Agreement shall not be governed by the provisions of the United Nations convention on contracts for the international sale of goods.

14. Relationship. This agreement does not create a partnership, joint venture or agency relationship between Evolved Office and customer. Customer does not have any right, power, or authority to act as a legal representative of evolved office.

15. Assignment. Dealer may not transfer, assign, sublicense, or delegate any right or duty under this agreement to another entity or person without the express written consent of EO. Any such transfer, assignment, sublicense or delegation without consent will be null and void.

16. Export restrictions. Dealer agrees not to export, or transfer for the purpose of re-export, the Services (including technical data) in violation of any U.S. or other applicable export control laws and regulations.

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