

DocuSoft (Nig) Limited

DocuSoft Glass Slide Scanning and Digital Slide Hosting Services Order Form

To obtain digital slide images of your glass slides, follow these simple instructions:

1. COMPLETE BOTH PAGES OF THIS ORDER FORM AND SEND IT TO US; AND
2. SEND US YOUR GLASS SLIDES IN APPROPRIATE PACKAGING.

We'll scan your slides and return them in the same manner. We'll also provide digital slide images of your glass slides on compact or digital video disc (CD or DVD) in standard TIFF format with .SVS or .AFI extension.

This agreement ("Agreement") is subject to the standard scanning service terms and conditions on page 2.

Send the completed order form, glass slides and scanning instructions to:

DocuSoft (Nig.) Limited.
Slide Scanning Services
12 Majaro Street
Yaba Lagos, Off Unilag 2nd Gate

Please call DocuSoft at 08191376084 with any questions about this form or our Scanning Service.

Tell us who is requesting the service and where we should return the glass and digital slides:

Company Name:
Contact Person:
Mailing Address:

Phone:
Email:

Tell us how you would like to pay and who we should invoice:

- Please send us an invoice
 Payment on Delivery of CD

Billing or Invoice Mailing Address:

Authorized Signature: _____ Date: _____

Indicate your slide scanning instructions:

Number of Slides for Scanning:

Preferred Magnification: 20x 40x TMA (20x)
 83x 100x 20x FL

Please specify any additional instructions here:

BY ORDERING SLIDE SCANNING AND/OR DIGITAL SLIDE HOSTING SERVICES FROM DOCUSOFT NIGERIA LIMITED, YOU ACKNOWLEDGE AND AGREE TO THE FOLLOWING TERMS AND CONDITIONS.

1. **Order Confirmation.** Purchase orders received by Docusoft (Nig) Ltd will not be binding on Docusoft (Nig) Ltd unless and until Docusoft (Nig) Ltd accepts your purchase order via a Sales Order confirmation. Docusoft (Nig) Ltd's acceptance of the purchase order is expressly conditioned on your unconditional assent of this Agreement in lieu of any terms and conditions in your purchase order or in any other communication. DOCUSOFT (NIG) LTD HEREBY REJECTS ANY TERMS OR CONDITIONS IN YOUR PURCHASE ORDER OR ANY OTHER COMMUNICATION THAT CONFLICT WITH OR THAT PURPORT TO ADD TO OR MODIFY THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNLESS AGREED TO IN WRITING AND SIGNED BY BOTH PARTIES.
2. **Payment.** Payment is due thirty (30) days from date of invoice. A late fee of one and one-half percent (1.5%) per month or the highest rate allowed by law, whichever is lower, shall be applied to the total invoice price for late payments. Any unused portion of prepaid scanning services will expire one (1) year from date of your purchase order. If you fail to make all payments when due, Docusoft (Nig) Ltd shall be entitled to de-activate your hosting account
3. **Pricing.** Prices do not include sales taxes. The fee for digital slide hosting services set forth in the Sales Order, if any, is guaranteed for the term specified in the Sales Order. In the event the Agreement is renewed for additional terms, the fee is subject to change in accordance with Docusoft (Nig) Ltd's then prevailing list price.
4. **Slide Types.** Docusoft (Nig) Ltd accepts and scans only fixed-tissue slides and is not equipped to process live tissue specimens.
5. **Scanning Service Guarantee.** If for any reason you are not satisfied with our slide scanning services, we will rescan your slides free of charge, provided that they have not been photo-bleached. We want you to be happy with the digital slide images that we provide to you.
6. **Scanning Service Commitment.** Docusoft (Nig) Ltd does not guarantee scanning services completion times. If you require specific completion times, please contact us to make special arrangements.
7. **Packing, Shipping and Handling Glass Slides.** You agree to package the glass slides that you send to us in a safe and secure way to ensure that the slides are protected against breakage. We will handle your glass slides with professional care. If we should accidentally damage your glass slides, we will scan additional glass slides of your choosing, equal to the number of slides that we damage, at no additional cost to you. Docusoft (Nig) Ltd will ship the slides and disc(s) to you, at your cost, via second day courier, or as otherwise specifically requested by you. You are not entitled to receive any other damages from Docusoft (Nig) Ltd for any cause relating to this Agreement, including any damages to your slides that occur during shipment or that are as a result of your improper packing of the slides.
8. **Digital Slide Hosting Services Term:** If you have purchased digital slide hosting services, this Agreement shall remain in effect for a period of one (1) year and renew for successive one (1) year terms unless terminated by you or Docusoft (Nig) Ltd in writing at least thirty (30) days before the commencement of any renewal term.
9. **Hosting Account Permissions.** You shall be responsible for keeping your account permissions secure and confidential. Docusoft (Nig) Ltd shall not be responsible for unauthorized access to data or the unauthorized use of hosting services unless access or use results from Docusoft (Nig) Ltd's negligent acts or omissions.
10. **Lawful Purpose.** You agree only to use Docusoft (Nig) Ltd's slide scanning and digital slide hosting services for lawful purposes.
11. **Field of Use.** Docusoft (Nig) Ltd's products are FDA cleared for specific clinical applications and are intended for research use for other applications. Clearance updates are available at [http://www.Docusoft \(Nig\) Ltd.com](http://www.Docusoft(Nig)Ltd.com).
12. **Confidentiality.** You agree that you will not disclose any protected health information (as that term is defined in the HIPAA privacy regulations; hereinafter "PHI") to Docusoft (Nig) Ltd. In the event that you inadvertently disclose PHI to us, Docusoft (Nig) Ltd will use reasonable efforts to protect the confidentiality of the PHI and may deidentify any and all such PHI.
13. **Rejection and Termination.** Docusoft (Nig) Ltd reserves the right to reject any order in its sole discretion. You or Docusoft (Nig) Ltd may terminate this Agreement in the event of a material violation of this Agreement if such violation is not cured within thirty (30) days after receipt of written notice of such default. Upon expiration or termination of this Agreement, Docusoft (Nig) Ltd will archive your data for a period of sixty (60) days.
14. **Limitations of Liability.** EXCEPT FOR THE EXPRESS SCANNING SERVICE GUARANTEE ABOVE, DOCUSOFT (NIG) LTD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DOCUSOFT (NIG) LTD DOES NOT WARRANT THAT THE DIGITAL SLIDE HOSTING SERVICES WILL BE UNINTERRUPTED OR ERROR FREE NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS OF THE SERVICES. YOU AGREE THAT DOCUSOFT (NIG) LTD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES OR FOR ANY DAMAGES CAUSED BY A DELAY IN FURNISHING SERVICES UNDER THIS AGREEMENT. YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY SHALL NOT EXCEED THE FEES PAYABLE TO DOCUSOFT (NIG) LTD UNDER THIS AGREEMENT.
15. **Arbitration.** Any dispute relating to this Agreement shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator(s) may be entered in any Court having jurisdiction thereof. Arbitration shall be held within the State of California, County of San Diego.
16. **General Provisions.** This Agreement is governed by the laws of the State of California. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof. In the event legal action is brought by either you or Docusoft (Nig) Ltd, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses in addition to any other relief deemed appropriate by the court. If any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable, then to the maximum extent permitted by law, the invalidity, illegality, or unenforceability will not affect any

other provision of this Agreement. You may not assign this Agreement to a third party without DocuSoft (Nig) Ltd's prior written consent. Any notice to be given under the terms of this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested. If you or DocuSoft (Nig) Ltd fails to perform its obligations because of reasons beyond our reasonable control, such as labor disputes, acts of God, governmental action, fire or other casualty, then our performance under this Agreement will be excused. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and may only be modified in a writing signed by both Parties.