

Scribbles Accessibility Conformance Report

WCAG Edition

(Based on VPAT® Version 2.5)

**Name of Product/Version: ScribOrder, ScribTransfer
ScribOnline, ScribEnroll and ScribChoice**

Report Date: June 14th, 2024

Product Description:

Web application designed to allow members of the public to apply for school transcripts , diplomas, cumulative records, and other materials on behalf of Scribbles Software clients. The application also allows Scribbles Software clients to process the online public applications and store record material electronically.

Contact Information: compliance@scribsoft.com

Notes:

Evaluation Methods Used:

ScribOrder, ScribTransfer and ScribOnline wer evaluated using machines running Chrome on MacOS and on Windows . Assistive technologies used in this evaluation are Deque tools .

Applicable Standards/Guidelines

This report covers the degree of conformance for the following accessibility standard/guidelines:

Standard/Guideline	Included In Report
Web Content Accessibility Guidelines 2.0	Level A (No) Level AA (No) Level AAA (No)
Web Content Accessibility Guidelines 2.1	Level A (Yes) Level AA (Yes) Level AAA (No)
Web Content Accessibility Guidelines 2.2	Level A (No) Level AA (No) Level AAA (No)

Terms

The terms used in the Conformance Level information are defined as follows:

- **Supports:** The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.
- **Partially Supports:** Some functionality of the product does not meet the criterion.
- **Does Not Support:** The majority of product functionality does not meet the criterion.
- **Not Applicable:** The criterion is not relevant to the product.
- **Not Evaluated:** The product has not been evaluated against the criterion. This can only be used in WCAG Level AAA criteria.

WCAG 2.x Report

Note: When reporting on conformance with the WCAG 2.x Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the [WCAG 2.0 Conformance Requirements](#).

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.1.1 Non-text Content (Level A)	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: N/A</p>	<p>Web: Scribbles Software, LLC. application guidelines require that all non-text items in the application have a clear description of the item itself. This ensures that users have options for accessing the application and interacting with non-text elements.</p> <p>Electronic Docs: The documentation is available in electronic PDF format. However, it does not include any pre-recorded audio-only or video-only content.</p> <p>Software: N/A</p>
1.2.1 Audio-only and Video-only (Prerecorded) (Level A)	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: N/A</p>	<p>Web: Scribbles Software, LLC's applications are designed in a way that does not incorporate or rely on media as part of their nature and function.</p> <p>Electronic Docs: The electronic applications documentation provided by Scribbles Software, LLC. is in PDF format and does not include prerecorded audio-only or video-only content.</p> <p>Software: N/A</p>
1.2.2 Captions (Prerecorded) (Level A)	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: N/A</p>	<p>Web: Scribbles Software, LLC. applications are designed to function without the use of any media elements.</p> <p>Electronic Docs: Scribbles Software, LLC offers electronic applications and provides documentation in PDF format. The documentation does not include prerecorded audio-only or video-only content.</p> <p>Software: N/A</p>

Criteria	Conformance Level	Remarks and Explanations
<p>1.2.3 Audio Description or Media Alternative (Prerecorded) (Level A)</p>	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: N/A</p>	<p>Web: The applications created by Scribbles Software, LLC do not incorporate any form of media into their design or functionality.</p> <p>Electronic Docs: The provided electronic documentation from Scribbles Software, LLC. is available in the PDF format. However, it's important to note that this documentation does not include prerecorded audio-only or video-only content.</p> <p>Software: N/A</p>
<p>1.3.1 Info and Relationships (Level A)</p>	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: N/A</p>	<p>Web: The applications from Scribbles Software, LLC. use text to represent items for relationship requirements.</p> <p>Electronic Docs: Scribbles Software, LLC provides electronic applications and documentation, which are available in PDF format.</p> <p>Software: N/A</p>
<p>1.3.2 Meaningful Sequence (Level A)</p>	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: N/A</p> <p>Authoring Tool: N/A</p>	<p>Web: The applications developed by Scribbles Software, LLC. are structured with a logical sequencing that can be determined programmatically.</p> <p>Electronic Docs: Supported</p> <p>Software: N/A</p> <p>Authoring Tool: N/A</p>
<p>1.3.3 Sensory Characteristics (Level A)</p>	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: N/A</p>	<p>Web: All visual elements in the Scribbles Software, LLC. applications are accompanied by descriptive text that accurately represents the purpose of the data fields for submitting information. The electronic documents in the Scribbles Software, LLC. applications are presented as non-editable PDF files and consist of scanned images of the requested documents.</p> <p>Electronic Docs: Please note the following regarding Scribbles Software, LLC. applications: The electronic documents are provided in a flattened PDF format and consist of scanned images of the requested documents.</p>

Criteria	Conformance Level	Remarks and Explanations
		Software: N/A
1.4.1 Use of Color (Level A)	Web: Supports Electronic Docs: Supports Software: N/A	Web: The colors used in Scribbles Software, LLC. applications are specifically intended for decorative purposes on websites. Field labels and descriptions are utilized to help users navigate the site efficiently. Electronic Docs: Scribbles Software, LLC. utilizes electronic document applications that produce black and white representations of scanned documents. Software: N/A Authoring Tool: N/A
1.4.2 Audio Control (Level A)	Web: Supports Electronic Docs: Supports Software: N/A	Web: Scribbles Software, LLC. applications do not include sound items. Electronic Docs: Scribbles Software, LLC. applications electronic documents are PDF scanned documents and do not include sound elements. Software: N/A
2.1.1 Keyboard (Level A)	Web: Supports Electronic Docs: Supports Software: N/A	Web: Scribbles Software, LLC. applications are online applications that fully support all standard keyboard functions and navigation features. Electronic Docs: When looking for electronic documentation, individuals typically utilize standard keyboard inputs and navigation characteristics to perform searches efficiently. Software: N/A
2.1.2 No Keyboard Trap (Level A)	Web: Supports Electronic Docs: Supports Software: N/A	Web: Scribbles Software, LLC. applications are designed as web-based displays for users and make use of standard navigation features. Users can easily navigate through the applications, and there are no keyboard traps that cause unintended actions when navigating through the content. Electronic Docs: Keyboard input and navigation is accepted for document searches without drill down keyboard traps.

Criteria	Conformance Level	Remarks and Explanations
		Software: N/A
2.1.4 Character Key Shortcuts (Level A 2.1 and 2.2)	Web: N/A Electronic Docs: N/A Software: N/A	Web: The applications developed by Scribbles Software, LLC. do not utilize any specific character key shortcuts. Electronic Docs: N/A Software: N/A
2.2.1 Timing Adjustable (Level A)	Web: Partially Supports Electronic Docs: Partially Supports Software: N/A	Web: Scribbles Software, LLC. applications utilize session inactivity timeouts, which means that if a user is inactive for a certain period of time, they will be automatically logged out. However, it's important to note that there is currently no alert in place to notify users before this logout occurs. Electronic Docs: Scribbles Software, LLC. uses applications that include session inactivity timeouts. However, there is currently no alert system in place to notify users when these timeouts occur. Software: N/A
2.2.2 Pause, Stop, Hide (Level A)	Web: Supports Electronic Docs: Supports Software: N/A	Web: Scribbles Software, LLC applications do not incorporate media within their design or operation. Electronic Docs: Scribbles Software, LLC. applications do not utilize media as an inherent part of their design or operation. Software: N/A
2.3.1 Three Flashes or Below Threshold (Level A)	Web: Supports Electronic Docs: Supports Software: Not Applicable	Web: Scribbles Software, LLC. applications do not employ flashing or blinking elements. Electronic Docs: Scribbles Software, LLC. applications do not employ flashing or blinking elements. Software: N/A

Criteria	Conformance Level	Remarks and Explanations
2.4.1 Bypass Blocks (Level A)	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: N/A</p>	<p>Web: Scribbles Software, LLC. applications do not employ special links for content jumping.</p> <p>Electronic Docs: Scribbles Software, LLC. applications do not employ special links for content jumping.</p> <p>Software: Not Applicable</p>
2.4.2 Page Titled (Level A)	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: N/A</p>	<p>Web: Scribbles Software, LLC. applications accurately name page titles. This ensures that the content on the page serves the intended purpose effectively.</p> <p>Electronic Docs: Scribbles Software, LLC. applications employ titles that reflect the purpose of the page content.</p> <p>Software: N/A</p>
2.4.3 Focus Order (Level A)	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: N/A</p>	<p>Web: The applications developed by Scribbles Software, LLC. follow standard tab order for easy navigation throughout the website.</p> <p>Electronic Docs: Scribbles Software, LLC. applications utilize standard tab order for site navigation.</p> <p>Software: N/A</p>
2.4.4 Link Purpose (In Context) (Level A)	<p>Web: Supports</p> <p>Electronic Docs: Supports</p> <p>Software: N/A</p>	<p>Web: The Scribbles Software, LLC. applications use descriptive text for links, providing clear explanations of their purpose and content.</p> <p>Electronic Docs: Scribbles Software, LLC. applications utilize descriptive text for links describing their purpose and content.</p> <p>Software: N/A</p>

Criteria	Conformance Level	Remarks and Explanations
2.5.1 Pointer Gestures (Level A 2.1 and 2.2)	Web: N/A Electronic Docs: N/A Software: N/A	Web: Scribbles Software, LLC applications do not support multi-path gestures. This means that all pointer objects can only be controlled using a single pointer. Electronic Docs: N/A Software: N/A
2.5.2 Pointer Cancellation (Level A 2.1 and 2.2)	Web: Supported Electronic Docs: N/A Software: N/A	Web: The applications developed by Scribbles Software, LLC provide the functionality to cancel or undo the form submission before it is fully completed. Electronic Docs: N/A Software: N/A
2.5.3 Label in Name (Level A 2.1 and 2.2)	Web: Supported Electronic Docs: Supported Software: N/A	Web: The Scribbles Software, LLC applications feature input components that include clearly labeled fields along with accompanying supporting text. Electronic Docs: Supported. Software: N/A
2.5.4 Motion Actuation (Level A 2.1 and 2.2)	Web: N/A Electronic Docs: N/A Software: N/A	Web: The Scribbles Software, LLC applications do not utilize motion activation. Electronic Docs: N/A Software: N/A
3.1.1 Language of Page (Level A)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications default human language can be determined programmatically. Electronic Docs: Supported. Software: N/A
3.2.1 On Focus (Level A)	Web: Supported Electronic Docs: Supported Software: N/A	Web: The Scribbles Software, LLC applications do not automatically change the context when data input elements receive focus. Electronic Docs: Supported Software: N/A

Criteria	Conformance Level	Remarks and Explanations
3.2.2 On Input (Level A)	Web: N/A Electronic Docs: N/A Software: N/A	Web: Scribbles Software, LLC applications do not promote a change of context on on changing of an interface component. Electronic Docs: Supported. Software: N/A
3.2.6 Consistent Help (Level A 2.2 only)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications identify input errors and display the nature of the error and suggested fixes through text. Electronic Docs: Supported. Software: N/A
3.3.1 Error Identification (Level A)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC's applications are designed to detect input errors and provide detailed explanations of the nature of the error, along with suggested fixes, displayed through text. Electronic Docs: Supported. Software: N/A
3.3.2 Labels or Instructions (Level A)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications utilize labeling and instructions where user input is required. Electronic Docs: Supported. Software: N/A
3.3.7 Redundant Entry (Level A 2.2 only)	Web: Supported Electronic Docs: N/A Software: N/A	Web: The information that the user has entered or provided is automatically filled in for the user, or can be selected and copied/pasted. Electronic Docs: N/A Software: N/A
4.1.1 Parsing (Level A) WCAG 2.0 and 2.1 – Always answer 'Supports' WCAG 2.2 (obsolete and removed) - Does not apply	Web: N/A Electronic Docs: N/A Software: N/A	For WCAG 2.0 and 2.1, the September 2023 errata update indicates this criterion is always supported. See the WCAG 2.0 Editorial Errata and the WCAG 2.1 Editorial Errata .

Criteria	Conformance Level	Remarks and Explanations
4.1.2 Name, Role, Value (Level A)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Applications developed by Scribbles Software, LLC are known for their high normality and can be programmatically changed internally by company. Electronic Docs: Supported. Software: N/A

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance Level	Remarks and Explanations
1.2.4 Captions (Live) (Level AA)	Web: N/A Electronic Docs: N/A Software: N/A	Web: The Permit Director application does not support live video or audio, so this particular requirement is not applicable in the current version of the app. Electronic Docs: N/A Software: N/A
1.2.5 Audio Description (Prerecorded) (Level AA)	Web: N/A Electronic Docs: N/A Software: N/A	Web: The current version of the app does not support prerecorded Video or Audio for the Permit Director application, so this criterion is not applicable. Electronic Docs: N/A Software: N/A
1.3.4 Orientation (Level AA 2.1 and 2.2)	Web: Supports Electronic Docs: N/A Software: N/A	Web: The Permit Director Product content does not restrict its view and operation to a single display orientation. Electronic Docs: N/A Software: N/A
1.3.5 Identify Input Purpose (Level AA 2.1 and 2.2)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications identify all input purposes that can be examined programmatically. Electronic Docs: Supported. Software: N/A

Criteria	Conformance Level	Remarks and Explanations
1.4.3 Contrast (Minimum) (Level AA)	Web: Supported Electronic Docs: Supported Software: N/A	Web: The text in the Axe Monitor Product has been carefully designed to ensure that it meets the minimum color contrast requirements, making it easier to read and accessible to all users. Electronic Docs: Supported Software: N/A
1.4.4 Resize text (Level AA)	Web: Supported Electronic Docs: Supported Software: N/A	Web: The Permit Director feature does comply with the 1.4.4 Resize Text success criteria. Electronic Docs: Supported Software: N/A
1.4.5 Images of Text (Level AA)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications only employ images of text for decorative purposes. Electronic Docs: Supported. Software: N/A
1.4.10 Reflow (Level AA 2.1 and 2.2)	Web: Not Supported Electronic Docs: Not Supported Software: N/A	Web: Permit Director does not support the 1.4.10 Reflow criteria Electronic Docs: Not Supported Software: N/A
1.4.11 Non-text Contrast (Level AA 2.1 and 2.2)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications maintain a minimum of 3:1 contrast. Electronic Docs: Supported. Software: N/A
1.4.12 Text Spacing (Level AA 2.1 and 2.2)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications are created to ensure that content remains consistent even when there are changes in the display, preventing any loss of information. Electronic Docs: Supported. Software: N/A

Criteria	Conformance Level	Remarks and Explanations
1.4.13 Content on Hover or Focus (Level AA 2.1 and 2.2)	Web: Supported Electronic Docs: Supported Software: N/A	Web: The applications from Scribbles Software, LLC do not conceal text when hovering over it; the text remains visible at all times. Electronic Docs: Supported. Software: N/A
2.4.5 Multiple Ways (Level AA)	Web: Not Supported Electronic Docs: Not Supported Software: N/A	Web: The Permit Director system does not meet the requirements outlined in the 2.4.5 Reflow criteria. Electronic Docs: Not Supported Software: N/A
2.4.6 Headings and Labels (Level AA)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications headings and labels describe purpose and function of all controls. Electronic Docs: Supported. Software: N/A
2.4.7 Focus Visible (Level AA)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications do not require specific keyboard focus functions but support built in foundations. Electronic Docs: Supported. Software: N/A
2.4.11 Focus Not Obscured (Minimum) (Level AA 2.2 only)	Web: Not Supported Electronic Docs: Not Supported Software: N/A	Web: Permit Director does not support this criteria Electronic Docs: Not Supported Software: N/A
2.5.7 Dragging Movements (Level AA 2.2 only)	Web: Not Supported Electronic Docs: Not Supported Software: N/A	Web: Permit Director does not support this criteria Electronic Docs: Not Supported Software: N/A
2.5.8 Target Size (Minimum) (Level AA 2.2 only)	Web: Not Supported Electronic Docs: Not Supported Software: N/A	Web: Permit Director does not support this criteria Electronic Docs: Not Supported Software: N/A

Criteria	Conformance Level	Remarks and Explanations
3.1.2 Language of Parts (Level AA)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications identify the language of parts. Electronic Docs: Supported. Software: N/A
3.2.3 Consistent Navigation (Level AA)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications maintain consistent navigation throughout. Electronic Docs: Supported. Software: N/A
3.2.4 Consistent Identification (Level AA)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications have consistent identification of all components. Electronic Docs: Supported. Software: N/A
3.3.3 Error Suggestion (Level AA)	Web: Supported Electronic Docs: Supported Software: N/A	Web: Scribbles Software, LLC applications have user assistance and highlighting on input errors. Electronic Docs: Supported. Software: N/A
3.3.4 Error Prevention (Legal, Financial, Data) (Level AA)	Web: Not Supported Electronic Docs: Not Supported Software: N/A	Web: Permit Director does not support this criteria. We are working on improving the error message when data is deleted. Electronic Docs: Not Supported Software: N/A
3.3.8 Accessible Authentication (Minimum) (Level AA 2.2 only)	Web: Not Supported Electronic Docs: Not Supported Software: N/A	Web: Not Supported Electronic Docs: Not Supported Software: N/A
4.1.3 Status Messages (Level AA 2.1 and 2.2)	Web: Partially Supports Electronic Docs: Partially Supports Software: N/A	Web: Permit Director partially supports this criterion. We are working on improving the error suggestions in future releases. Electronics Docs: Partially Supports Software: N/A

Table 3: Success Criteria, Level AAA

Criteria	Conformance Level	Remarks and Explanations
1.2.6 Sign Language (Prerecorded) (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
1.2.7 Extended Audio Description (Prerecorded) (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
1.2.8 Media Alternative (Prerecorded) (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
1.2.9 Audio-only (Live) (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
1.3.6 Identify Purpose (Level AAA 2.1 and 2.2)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
1.4.6 Contrast (Enhanced) (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
1.4.7 Low or No Background Audio (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
1.4.8 Visual Presentation (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated

Criteria	Conformance Level	Remarks and Explanations
1.4.9 Images of Text (No Exception) (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.1.3 Keyboard (No Exception) (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.2.3 No Timing (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.2.4 Interruptions (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.2.5 Re-authenticating (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.2.6 Timeouts (Level AAA 2.1 and 2.2)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.3.2 Three Flashes (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.3.3 Animation from Interactions (Level AAA 2.1 and 2.2)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated

Criteria	Conformance Level	Remarks and Explanations
2.4.8 Location (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.4.9 Link Purpose (Link Only) (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.4.10 Section Headings (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.4.12 Focus Not Obscured (Enhanced) (Level AAA 2.2 only)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.4.13 Focus Appearance (Level AAA 2.2 only)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.5.5 Target Size (Level AAA 2.1 and 2.2)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
2.5.6 Concurrent Input Mechanisms (Level AAA 2.1 and 2.2)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
3.1.3 Unusual Words (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated

Criteria	Conformance Level	Remarks and Explanations
3.1.4 Abbreviations (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
3.1.5 Reading Level (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
3.1.6 Pronunciation (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
3.2.5 Change on Request (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
3.3.5 Help (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
3.3.6 Error Prevention (All) (Level AAA)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated
3.3.9 Accessible Authentication (Enhanced) (Level AAA 2.2 only)	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated	Web: Not Evaluated Electronic Docs: Not Evaluated Software: Not Evaluated

Legal Disclaimer (Company)

Include your company legal disclaimer here, if needed

Terms and Conditions

'SOFTWARE AS A SERVICE' TERMS AND CONDITIONS

These 'Software as a Service' Terms and Conditions ("**SaaS Terms**") between the Customer (as identified on and signatory to the Order Form) and Scribbles Software, LLC ("**Scribbles**") (as identified on the Order Form) along with all referenced schedules, terms and conditions and attachments (collectively, the "**SaaS Agreement**") set forth the terms and conditions under which Scribbles will provide the Customer with access to certain applications as set forth on the Order Form ("**Application(s)**") and user documentation that Scribbles makes generally available in hard copy or electronic form to its general customer base in conjunction with the subscription of such Applications ("**Documentation**"). The Applications and the Documentation will hereinafter collectively be referred to as the "**Platform.**" This Agreement is effective, and Customer agrees to its terms and conditions, as of the date (the "**Effective Date**") that Customer accepts the Agreement by (1) clicking a box indicating Customer acceptance; (2) executing an order form that references these SaaS Terms; or (3) using the Platform.

1. SUBSCRIPTION GRANT AND RIGHT OF USE

1.1. Subscription Grant. Subject to all limitations and restrictions contained herein and the Order Form, Scribbles grants Customer a subscription, software as a service ("**SaaS**"), nonexclusive, and nontransferable right to access and operate the object code form of Applications (and use its Documentation) as hosted by Scribbles as described in the Order Form ("**Use**") and solely to perform those functions described in the Documentation. For clarity, an "**Application**" means Scribbles' proprietary software that is specifically subscribed to Customer pursuant to the Order Form.

1.2. Application Specific Terms. Application to which the Customer subscribes may have specific use, pricing and other terms that will be detailed in the Order Form.

1.3. Use. Customer will have a limited right to Use the Application solely in connection with the Customer listed on the Order Form by the Authorized Users and End Users (each as defined and set forth in [Sections 1.4](#) and [1.5](#), respectively), and solely to perform the functions described in the Documentation. Customer shall not allow any website that is not fully owned by Customer to frame, syndicate, distribute, replicate, or copy any portion of Customer's website that provides direct or indirect access to the Application and/or to the Platform. Unless otherwise expressly permitted in the Order Form and subject to [Section 1.6](#), Customer shall not permit any other entities, divisions, subsidiaries, affiliated companies, or third parties to access the Platform.

1.4. Authorized Users. Unless otherwise specifically provided for in the Order Form, Customer's internal access to the Application is limited to employees of Customer (the "**Authorized Users**"). Authorized Users have a limited right to Use the Application solely (i) in accordance with the Documentation, [Section 1.6](#) (Additional Restrictions) and the other use restrictions in these SaaS Terms, and (ii) for the internal use of the Customer.

1.5. End Users. Customer's end customers and/or users who are the general public may also access a limited portal in the Application in connection with the Customer for a Use (collectively, the "**End Users**") so as to provide inputs and to accept outputs from Customer; such access will be conditioned upon each End Users agreement and

compliance with certain end user terms, conditions and privacy policies that will be presented to End Users from time to time (collectively the “**EULA**”).

1.6. Additional Restrictions. In no event will Customer, including without limitation its Authorized Users and End Users, disassemble, decompile, or reverse engineer the Application or Confidential Information (as defined herein) or permit others to do so. Disassembling, decompiling, and reverse engineering include, without limitation: (i) converting the Application from a machine-readable form into a human-readable form; (ii) disassembling or decompiling the Application by using any means or methods to translate machine-dependent or machine-independent object code into the original human-readable source code or any approximation thereof; (iii) examining the machine-readable object code that controls the Application’s operation and creating the original source code or any approximation thereof by, for example, studying the Application’s behavior in response to a variety of inputs; or (iv) performing any other activity related to the Application that could be construed to be reverse engineering, disassembling, or decompiling. To the extent any such activity may be permitted pursuant to written agreement, the results thereof will be deemed Confidential Information subject to the requirements of these SaaS Terms. Customer may use Scribbles' Confidential Information solely in connection with the Application and pursuant to the terms of these SaaS Terms.

1.7. Users. Customer is fully liable for the acts and omissions of (i) Authorized Users, (ii) End Users, and (iii) subject to Section 5 (Confidentiality), third party contractors of Customer who do not compete with Scribbles (“**Permitted Contractors**”) under these SaaS Terms and applicable Order Form. If Customer become aware of any violation of Customer’s obligations under the SaaS Agreement by any Permitted Contractor, Authorized User or End User, Customer will immediately terminate such person’s access to the Platform.

1.8. Customer License Grant. Customer grants to Scribbles a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display and distribute Customer Data as is reasonable or necessary for Scribbles to perform or provide the Application. Customer retains ownership of all Customer Data (subject to the rights granted in this Section and in Aggregate Data provision below).

1.9. Exclusivity. Unless otherwise specifically provided for in the Order Form, Customer agrees during the term indicated in the Order Form to exclusively use only the subscription and/or transaction services subscribed to in the Order Form from Scribbles and not use any competing subscription and/or transactions services.

2. PAYMENT

2.1. Fees. Customer shall pay Scribbles the Subscription Fees and other fees indicated on the Order Form. Unless otherwise provided in an Order Form, all fees are to be paid to Scribbles within thirty (30) days of the date of invoice. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one-half percent (1.5%) per month (prorated for partial periods) or at the maximum rate permitted by law, whichever is less. If Customer has set up a direct debit, Scribbles will not debit Customer’s designated account before seven (7) days have elapsed from the date of the invoice. If Customer is delinquent on a payment of fees for fifteen (15) days or more, Scribbles may suspend access to the Application and/or the Platform. Complaints concerning invoices must be made in writing within thirty (30) days from the date on the invoice. Invoices will be sent by electronic delivery unless requested otherwise by Customer, additional fees will apply. Although Customer is not obligated to

pay fees on behalf of End User, Customer agrees that End Users who do not pay fees in accordance with the EULA will not be permitted to access the Platform.

2.2. Taxes. All amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse Scribbles and hold Scribbles harmless for all sales, use, VAT, excise, property, or other taxes or levies which Scribbles is required to collect or remit to applicable tax authorities. This provision does not apply to any taxes for which Customer is exempt, provided Customer has furnished Scribbles with a valid tax exemption certificate.

2.3. Revenue Share. If "Revenue Share" has been expressly indicated on an Order Form, then the indicated Revenue Share amount, per transaction, will be paid to Customer. Customer represents and warrants that the Revenue Share, and payment thereof, complies with all applicable laws. Scribbles shall pay the Revenue Share pursuant to Section 2.5 (Customer Payments).

2.4. Service Fee. As specified in the Order Form, Scribbles may charge a service fee for each transaction of the End User ("**Service Fee**"), regardless of the method of payment, along with applicable credit or debit card fees for the use of Scribbles transaction services. Payment of the Service Fee shall be through the use of a valid payment method then accepted by Scribbles, which may include, without limitation, Visa, MasterCard, Discover Card, American Express, JCB, major debit cards, and cash or check. Where the Service Fee is not paid by the End User for a transaction for any reason, Scribbles will collect the Service Fee for the transaction from Customer, including without limitation, from other funds collected by Scribbles for Customer. The Service Fee is non-refundable. Customer agrees to at all times accurately convey to End Users the then current Service Fee.

2.5. Customer Payments. Where applicable, Scribbles will collect payments and agrees to deliver to Customer, when funds are owed by Scribbles to Customer, a monthly statement by the 25th of each month which will be itemized for every transaction submitted the previous month along with a check or ACH bank transfer for the total aggregate amount owed to Customer.

3. HOSTING AND SECURITY

3.1. Service Availability. Scribbles will use reasonable efforts to achieve a Monthly Uptime Percentage of at least 99.5% for any calendar month. "**Monthly Uptime Percentage**" means the total number of minutes in a calendar month minus the number of minutes of Downtime suffered in a calendar month, divided by the total number of minutes in a calendar month. "**Downtime**" means the time in which any service is not capable of being accessed or used by the Customer, as monitored by Scribbles.

3.2. Exclusion from Downtime. The following are not counted as Downtime for the purpose of calculating Monthly Uptime Percentage: (i) Service unavailability caused by scheduled maintenance of the platform used to provide the applicable service (Scribbles will endeavor to provide seven (7) days' advance notice of service-affecting scheduled maintenance); or (ii) Service unavailability caused by events outside of the direct control of Scribbles or its subcontractor(s), including any force majeure event, the failure or unavailability of Customer systems, the Internet, and the failure of any other technology or equipment used to connect to or access the service.

3.3. Support Services. Upon payment of the relevant fees on the applicable Order Form, Customer may receive certain support services for the Application.

3.4. Security. All confidential documents and information provided to Scribbles by or on behalf of Customer shall be stored and maintained by Scribbles with commercially reasonable care for the types of records being stored and maintained. Online access to

records or information shall be password protected and provided with commercially reasonable care for the types of records being stored and maintained. Without limiting the foregoing, Scribbles specifically agrees to use commercially

5.1. Definition. “**Confidential Information**” includes all information marked pursuant to this Section and disclosed by either party, before or after the Services Start Date (as identified on the Order Form), and generally not publicly known, whether tangible or intangible and in whatever form or medium provided, as well as any information generated by a party that contains, reflects, or is derived from such information. For clarity, the term ‘Confidential Information’ does not include any personally identifiable information reasonable efforts to ensure that: (i) all servers, computers, and computer equipment used by Scribbles to provide services pursuant to the SaaS Agreement will be maintained in good working order in compliance with generally accepted industry standards in light of the confidential nature of the documents in question and shall be located in a safe, controlled, and environmentally stable environment (including moisture and temperature controls) and reasonably protected against fires, hurricanes, flooding, or similar occurrences; (ii) all websites, files transfer protocols (FTPs), and any other online electronic system used by Scribbles to provide services pursuant to the SaaS Agreement will be protected from security breaches by commercially reasonable firewalls and other intrusion detections systems and antivirus software; (iii) Scribbles will have technical controls in place designed to ensure the availability of data and the security and confidentiality of Confidential Information; and (iv) all information provided by Scribbles pursuant to the SaaS Agreement shall be encrypted while in transit over an open network.

4. OWNERSHIP

4.1. Reservation of Rights. By signing the Order Form, Customer irrevocably acknowledges that, subject to the rights granted herein, Customer has no ownership interest in the Platform or Scribbles materials provided to Scribbles will own all right, title, and interest in such Platform and Scribbles materials, subject to any limitations associated with intellectual property rights of third parties. Scribbles reserves all rights not specifically granted herein.

4.2. Marks and Publicity. Scribbles and Customer trademarks, trade names, service marks, and logos, whether or not registered (“**Marks**”), are the sole and exclusive property of the respective owning party, which owns all right, title and interest therein. Scribbles may: (i) use the Customer’s name and/or logo within product literature, press release(s), social media, and other marketing materials; (ii) quote the Customer’s statements in one or more press releases; (iii) upon Scribbles’ request, Customer shall cooperate with the creation and publication of a case study concerning Customer’s use of the Application; and/or (iv) make such other use of the Customer’s name and/or logo as may be agreed between the parties. Additionally, Scribbles may include Customer’s name and/or logo within its list of customers for general promotional purposes. Scribbles shall comply with Customer’s trademark use guidelines as such are communicated to Scribbles in writing and Scribbles shall use the Customer’s Marks in a manner which is consistent with industry practice. Neither party grants to the other any title, interest or other right in any Marks except as provided in this Section.

5. CONFIDENTIALITY

5.2. Confidentiality of Platform. All Confidential Information in tangible form will be marked as “**Confidential**” or the like or, if intangible (*g.*, orally disclosed), will be designated as being confidential at the time of disclosure and will be confirmed as such in writing within thirty (30) days of the initial disclosure. Notwithstanding the foregoing,

the following is deemed Scribbles Confidential Information with or without such marking or written confirmation: (i) the Platform (including, but not limited to the architecture and code base) and other related materials that may be furnished by Scribbles; (ii) any SOC 2 reports or results, (iii) the oral and visual information relating to the Platform; and (iv) the pricing in the SaaS Agreement.

5.3. Exceptions. Without granting any right or license, the obligations of the parties hereunder will not apply to any material or information that: (i) is or becomes a part of the public domain through no act or omission by the receiving party; (ii) is independently developed by the other party without use of the disclosing party's Confidential Information; (iii) is rightfully obtained from a third party without any obligation of confidentiality; or (iv) is already known by the receiving party without any obligation of confidentiality prior to obtaining the Confidential Information from the disclosing party. In addition, neither party will be liable for disclosure of Confidential Information if made in response to a valid order of a court or authorized agency of government, provided that notice is promptly given to the disclosing party so that the disclosing party may seek a protective order and engage in other efforts to minimize the required disclosure. The parties shall cooperate fully in seeking such protective order and in engaging in such other efforts.

5.4. Ownership of Confidential Information. Nothing in these SaaS Terms will be construed to convey any title or ownership rights to the Platform or other Confidential Information to Customer or to any patent, copyright, trademark, or trade secret embodied therein, or to grant any other right, title, or ownership interest to Scribbles' Confidential Information. Neither party shall, in whole or in part, sell, lease, license, assign, transfer, or disclose the Confidential Information to any third party and shall not copy, reproduce or distribute the Confidential Information except as expressly permitted in these SaaS Terms. Each party shall take every reasonable precaution, but no less than those precautions used to protect its own Confidential Information, to prevent the theft, disclosure, and the unauthorized copying, reproduction or distribution of the Confidential Information.

5.5. Non-Disclosure. Each party agrees at all times to use all reasonable efforts, but in any case, no less than the efforts that each party uses in the protection of its own Confidential Information of like value, to protect Confidential Information belonging to the other party. Each party agrees to restrict access to the other party's Confidential Information only to those employees or Subcontractors (as defined below) who: (i) require access in the course of their assigned duties and responsibilities; and (ii) have agreed in writing to be bound by provisions no less restrictive than those set forth in this Section.

5.6. Suggestions/Improvements to Platform. Notwithstanding this Section, unless otherwise expressly agreed in writing, all suggestions, solutions, improvements, corrections, and other contributions provided by Customer regarding the Platform or other Scribbles materials provided to Customer will be owned by Scribbles, and Customer hereby agrees to assign any such rights to Scribbles. Nothing in these SaaS Terms will preclude Scribbles from using in any manner or for any purpose it deems necessary, the know-how, techniques, or procedures acquired or used by Scribbles in the performance of services hereunder.

5.7. Use of Aggregate Data. Notwithstanding anything to the contrary set forth herein, Scribbles may collect and use data regarding the use and performance of the Platform in anonymized and aggregated form, to analyze and improve the Platform and for Platform support, and general benchmarking data and industry reports, provided that any user data is aggregated and anonymized such that no personally identifying information of

any individual is revealed. As between Scribbles and Customer, all right, title and interest in the aggregated data, aggregated statistics as set forth in Section 5.7. herein, and all intellectual property rights therein, belong to and are retained solely by Scribbles.

6. WARRANTY

6.1. No Malicious Code. To the knowledge of Scribbles, the Application does not contain any malicious code, program, or other internal component (e.g. computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter the Application, or which could reveal, damage, destroy, or alter any data or other information accessed through or processed by the Application in any manner. This warranty will be considered part of and covered under the provisions of these SaaS Terms. Customer must: (i) notify Scribbles promptly in writing of any nonconformance under this warranty; (ii) provide Scribbles with reasonable opportunity to remedy any nonconformance under the provisions of these SaaS Terms; and (iii) provide reasonable assistance in identifying and remedying any nonconformance.

6.2. Authorized Representative. Customer and Scribbles warrant that each has the right to enter into these SaaS Terms and that these SaaS Terms and the Order Form executed hereunder will be executed by an authorized representative of each entity.

6.3. Services Warranty. Scribbles warrants that all services performed hereunder shall be performed in a workmanlike and professional manner.

6.4. Disclaimer of Warranties. ANY AND ALL OF SOFTWARE, SERVICES, CONFIDENTIAL INFORMATION AND ANY OTHER TECHNOLOGY OR MATERIALS PROVIDED BY SCRIBBLES TO THE CUSTOMER ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED IN SECTION 6 OF THESE SAAS TERMS. SCRIBBLES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. NEITHER SCRIBBLES (NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS) WARRANTS OR REPRESENTS THAT THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

6.5. Modifications. Notwithstanding anything to the contrary in this Section, any and all warranties under these SaaS Terms are VOID if Customer has made changes to the Platform or has permitted any changes to be made other than by or with the express, written approval of Scribbles.

7. INDEMNIFICATION

7.1. Scribbles Indemnity. Scribbles will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim that the Application, as hosted by Scribbles to Customer, infringes a United States patent, copyright, or trade secret of a third party. Scribbles will pay those costs and damages finally awarded against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by Scribbles. Customer may retain its own counsel at Customer's own expense.

7.2. No Liability. Scribbles will have no liability for any claim of infringement based on: (i) Platform which has been modified by parties other than Scribbles where the infringement claim would not have occurred in the absence of such modification; (ii) Customer's use of the Platform in conjunction with data or third party software where use

with such data or third party software gave rise to the infringement claim; or (iii) Customer's use of the Platform outside the permitted scope of these SaaS Terms.

7.3 Remedies. Should the Platform become, or in Scribbles' opinion is likely to become, the subject of a claim of infringement, Scribbles may, at its option, (i) obtain the right for Customer to continue using the Platform, (ii) replace or modify the Platform so it is no longer infringing or reduces the likelihood that it will be determined to be infringing, or (iii) if neither of the foregoing options is commercially reasonable, terminate the access and Use of the Platform. Upon such termination, Customer shall cease accessing the Platform and Scribbles will refund to Customer, as Customer's sole remedy for such subscription termination, the subscription fees paid by Customer for the terminated license for the past twelve (12) months. THIS SECTION 7 STATES THE ENTIRE LIABILITY OF SCRIBBLES WITH RESPECT TO ANY CLAIM OF INFRINGEMENT REGARDING THE APPLICATION.

7.4. Customer Indemnity. Customer agrees to defend, indemnify, and hold Scribbles and its officers, directors, employees, consultants, and agents harmless from and against any and all damages, costs, liabilities, expenses (including, without limitation, reasonable attorneys' fees), and settlement amounts incurred in connection with any claim arising from or relating to Customer's: (i) breach of any of its obligations set forth in Section 10 (Customer Obligations); (ii) Customer's gross negligence or willful misconduct; (iii) actual or alleged use of the Application in violation of these SaaS Terms or applicable law by Customer or any Authorized Users, End Users or Permitted Contractors; (iv) any actual or alleged infringement or misappropriation of third party intellectual property rights arising from data provided to Scribbles by the Customer or otherwise inputted into the Application, whether by the Customer, an Authorized User, End User or otherwise including Customer Data (as defined below); and/or (v) any claim of any kind by an End User except to the extent that such claim results from Scribbles' breach of the EULA, (vi) any violation by Customer or its Authorized Users, of any terms, conditions, agreements or policies of any third party Scribbles. "Customer Data" means that data and those forms developed or acquired by Customer independent from Scribbles or the Application.

7.5. Indemnification Procedures. Each indemnifying party's obligations as set forth in this Section are subject to the other party: (i) giving the indemnifying party prompt written notice of any such claim or the possibility thereof; (ii) giving the indemnifying party sole control over the defense and settlement of any such claim; and (iii) providing full cooperation in good faith in the defense of any such claim.

8. LIMITATION OF LIABILITY

8.1. Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SCRIBBLES BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEYS FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SERVICES WHICH GAVE RISE TO SUCH DAMAGES.

8.2. Disclaimer of Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SCRIBBLES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES AND COSTS, BUSINESS INTERRUPTION OR LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

8.3. THE FOREGOING LIMITATIONS APPLY EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

9. TERM AND TERMINATION

9.1. Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or until this Agreement is terminated pursuant to Section 9.3 or 9.4.

9.2. Term of Subscription and Transaction Services and Renewals. The term of each subscription or transaction service shall be as specified in the applicable Order Form. Except as otherwise specified in the Order Form, subscriptions and transaction services will automatically renew for additional periods equal to the expiring subscription or transaction service term or one year (whichever is shorter) (“Renewal Term”), unless either Party gives the other notice of non-renewal at least sixty (60) days before the end of the relevant subscription or transaction service term.

9.3. Termination by Scribbles. These SaaS Terms and any rights created hereunder may be terminated by Scribbles: (i) if Customer fails to make any payments due hereunder within fifteen (15) days of the due date; (ii) on thirty (30) days written notice to Customer if Customer fails to perform any other material obligation required of it hereunder, and such failure is not cured within such thirty (30) day period; or (iii) Customer files a petition for bankruptcy or insolvency, has an involuntary petition filed against it, commences an action providing for relief under bankruptcy laws, files for the appointment of a receiver, or is adjudicated a bankrupt concern.

9.4. Termination by Customer. These SaaS Terms may be terminated by Customer on providing ninety (90) days written notice to Scribbles if Scribbles fails to perform any material obligation required of it hereunder, and such failure is not cured within ninety (90) days from Scribbles' receipt of Customer's notice or a longer period if Scribbles is working diligently towards a cure.

9.5. Effect of Termination. Upon termination of these SaaS Terms, Customer shall no longer access the Platform and Customer shall not circumvent any security mechanisms contained

9.6. Other Remedies. Termination of SaaS Terms will not limit either party from pursuing other remedies available to it, including injunctive relief, nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under these SaaS Terms.

10. CUSTOMER OBLIGATIONS

10.1. Customer agrees that no employees of Scribbles will be required to individually sign any agreement in order to perform any services hereunder including, but not limited to, access agreements, security agreements, facilities agreements or individual confidentiality agreements.

10.2. Customer agrees to comply with all applicable laws, regulations, and ordinances relating to these SaaS Customer shall ensure that each website for which the Application is engaged contains or is linked to a privacy policy that governs its data collection and use practices.

10.3. The Customer shall be obliged to inform its Authorized Users, End Users and Permitted Contractors before the beginning of use of the Platform about the rights and obligations set forth in these SaaS The Customer will be liable for any violation of obligations by its Authorized Users End Users, Permitted Contractors, or by other third parties who violate obligations within the Customer's control.

10.4. The Customer shall be obliged to keep the login names and the passwords required for the use of the Application confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions, and to instruct its Authorized Users to observe copyright regulations. Personal access data must be changed at regular intervals.

10.5. Before entering its data and information, the Customer shall be obliged to check the same for viruses or other harmful components and to use state of the art anti-virus programs for this. In addition, the Customer itself shall be responsible for the entry and the maintenance of its data.

10.6. Scribbles has the right (but not the obligation) to suspend access to the Application or remove any data or content transmitted via the Application without liability (i) if Scribbles reasonably believes that the Application is being used in violation of these SaaS Terms or applicable law, (ii) if requested by a law enforcement or government agency or otherwise to comply with applicable law, provided that Scribbles shall use commercially reasonable efforts to notify Customer prior to suspending the access to the Application as permitted under these SaaS Terms, or (iii) as otherwise specified in these SaaS Terms. Information on Scribbles' servers may be unavailable to Customer during a suspension of access to the Platform. Scribbles will use commercially reasonable efforts to give Customer at least twelve (12) hours' notice of a suspension unless Scribbles determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Scribbles or its customers.

10.7. During the term of these SaaS Terms and for a period of two (2) years following any termination or expiration of these SaaS Terms, Customer shall maintain written records related to the use of the Platform by Customer, as reasonably necessary to verify compliance with the usage terms of these SaaS Terms. Such records will be kept in accordance with Customer's records retention policy and records retention schedule applicable thereto. Not more than once annually, and with notice of not less than 20 business days, Scribbles may (or may engage a third-party, which will be subject to a confidentiality obligation), to verify compliance ("**Compliance Review**"). The Compliance Review will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Scribbles' option, Scribbles may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted by Supplier to Customer in the SaaS Terms. If the Compliance Review or self-audit reveals excess use of the Platform, Customer agrees to compensate Scribbles for such usage. All costs of the Compliance Review will be borne by Scribbles, unless excess usage of 5% or more is found ("**Material Excess Usage**"). If Material Excess Usage is found during the Compliance Review, Customer shall reimburse Scribbles for the actual costs associated with performance of the Compliance Review. Scribbles and any third-party involved in the Compliance Review will use the information obtained in compliance review only to enforce Scribbles' rights and to determine Customer's compliance with the terms of the rights granted in these SaaS Terms. By invoking the rights and procedures described in this Section, Scribbles does not waive its rights to enforce other terms of these SaaS Terms, including, but not limited to, any intellectual property rights by other means as permitted by law.

10.8. All End Users who access the Platform and request access to records will require verification and approval from Customer (the "**Records Access Permission**"). Records Access Permission requests will be communicated to Customer, from the End User by way of the Platform. It is Customer's sole responsibility to ensure the legitimacy, propriety

and legality of the request and to properly approve or reject the providing of access of records to the End User. Customer will indemnify, defend and hold Scribbles harmless against any claim of any kind related to the improper disclosure documents unless such disclosure was due solely to the gross negligence or willful misconduct of Scribbles.

11. MISCELLANEOUS

11.1 Assignment. Customer may not assign these SaaS Terms or otherwise transfer any right created hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of Scribbles. Any purported assignment of these SaaS Terms, or any rights in violation of this Section will be deemed void. Scribbles may assign these SaaS Terms, sub-contract or otherwise transfer any right or obligation under these SaaS Terms to a third party without the Customer's prior written consent.

11.2. Affiliates and Third Parties. At the direction and sole discretion of Scribbles, affiliates of Scribbles (the "Scribbles Affiliates") may perform certain tasks related to Scribbles' obligations and rights under the Order Form and the SaaS Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to Scribbles Affiliates' role. Customer further agrees and acknowledges that Scribbles and Customer are the only parties to the Order Form and the SaaS Agreement, and that any action taken by Scribbles Affiliates in connection with the performance of Scribbles' obligations under the Order Form and the SaaS Agreement will not give rise to any cause of action against Scribbles Affiliates, regardless of the theory of recovery. Scribbles shall at all times retain full responsibility for Scribbles Affiliates' compliance with the applicable terms and conditions of the Order Form and the SaaS Agreement. Scribbles will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Scribbles Affiliates and subsidiaries, who may also be foreign nationals (collectively, "Subcontractors") in the performance of its obligations hereunder and, for purposes of these SaaS Terms, all references to Scribbles or its employees will be deemed to include such Subcontractors. Scribbles will have the right to disclose Customer Confidential Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Scribbles and Customer.

11.3. Export Restrictions and Technical Data. Customer may not (i) remove or export from the United States or allow the export or re-export of the Application or anything related thereto, or any direct product thereof, or (ii) use the Application for uploading or downloading of any technology, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Customer shall not provide to Scribbles any technical data as that term is defined in the International Traffic in Arms Regulations ("**ITAR**") at 22 CFR 120.10. Customer shall certify that all information provided to Scribbles has been reviewed and scrubbed so that all technical data and other sensitive information relevant to Customer's ITAR regulated project has been removed and the information provided is only relevant to bug reports on Scribbles products.

11.4. Compliance with Laws. Both parties agree to comply with all applicable laws, regulations, and ordinances relating to such party's performance under these SaaS Terms.

11.5. Survival. The provisions set forth in Sections 2, 4, 5, 6.4, 8, 9.3, 9.4 and 11 of these SaaS Terms will survive termination or expiration of these SaaS Terms and any applicable license hereunder.

11.6. Notices. Any notice required under these SaaS Terms shall be given in writing and will be deemed effective upon delivery to the party to whom addressed. All notices shall be sent to the applicable address specified on the Order Form or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached.

11.7. Force Majeure. Scribbles will not be liable to Customer for any delay or failure of Scribbles to perform its obligations hereunder if such delay or failure arises from any cause or causes beyond the reasonable control of Scribbles. Such causes will include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, or delays by Customer in providing required resources or support or performing any other requirements hereunder.

11.8. Restricted Rights. Use of the Platform by or for the United States Government is conditioned upon the Government agreeing that the Platform is subject to Restricted Rights as provided under the provisions set forth in FAR 52.227-19. Customer shall be responsible for assuring that this provision is included in all agreements with the United States Government and that the Platform, when accessed by the Government, is correctly marked as required by applicable Government regulations governing such Restricted Rights as of such access.

11.9. Privacy. Obligations with respect to personally identifiable information (if any) are set forth in the 'Privacy Policy' located at <https://www.Scribbles.com/legal/privacy>.

11.10. Entire Agreement. These SaaS Terms together with the documents referenced herein constitute the entire agreement between the parties regarding the subject matter hereof and supersedes all proposals and prior discussions and writings between the parties with respect to the subject matter contained herein. All terms respecting the subject matter of the SaaS Terms and contained in purchase orders, invoices, acknowledgments, shipping instructions, or other forms exchanged between the parties will be void and of no effect.

11.11. Modifications. The parties agree that these SaaS Terms cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.

11.12. Non-solicitation. During the term of these SaaS Terms and for a period of two (2) years thereafter, Customer agrees not to hire, solicit, nor attempt to solicit, the services of any employee or Subcontractor of Scribbles without the prior written consent of Scribbles. Customer further agrees not to hire, solicit, nor attempt to solicit, the services of any former employee or Subcontractor of Scribbles for a period of one (1) year from such former employee's or Subcontractor's last date of service with Scribbles. Violation of this provision will entitle Scribbles to liquidated damages against Customer equal to two hundred percent (200%) of the solicited person's gross annual compensation.

11.13. Headings. Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.

11.14. No Waiver. No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.

11.15. Severability and Reformation. Each provision of these SaaS Terms is a separately enforceable provision. If any provision of these SaaS Terms is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for these SaaS Terms to remain in effect in accordance with its terms as modified by such reformation.

11.16. Independent Contractor. Scribbles is an independent contractor and nothing in these SaaS Terms will be deemed to make Scribbles an agent, employee, partner, or joint

venturer of Customer. Neither party will have authority to bind, commit, or otherwise obligate the other party in any manner whatsoever.

11.17. Governing Law; Venue. The laws of the State of North Carolina, USA govern the interpretation of these SaaS Terms, regardless of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to these SaaS Terms. The parties agree that the federal and state courts located in Mecklenburg County, North Carolina, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to these SaaS Terms. Mediation will be held in Mecklenburg County, North Carolina, USA.

11.18. Dispute Resolution.

Negotiations. Where there is a dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms, the aggrieved party shall notify the other party in writing of the nature of such dispute with as much detail as possible about the alleged deficient performance of the other party. A representative from senior management of each of the parties shall meet in person or communicate by telephone within five (5) business days of the date of the written notification in order to reach an agreement about the nature of the alleged deficiency and the corrective action to be taken by the respective parties.

Mediation. Any dispute, controversy, or claim arising under, out of, or relating to these SaaS Terms and any subsequent amendments of these SaaS Terms, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or termination, as well as non-contractual claims, and any claims with respect to the validity of this mediation agreement (hereinafter the “**Dispute**”), shall be submitted to mediation in accordance with the then-current WIPO Mediation Rules. The language to be used in the mediation will be English.

Opportunity to Cure. Notwithstanding anything contained hereunder, Customer agrees and acknowledges that no dispute resolution or litigation will be pursued by Customer for any breach of these SaaS Terms until and unless Scribbles has had an opportunity to cure any alleged breach. Customer agrees to provide Scribbles with a detailed description of any alleged failure and a description of the steps that Customer understands must be taken by Scribbles to resolve the failure. Scribbles shall have thirty (30) days from Scribbles' receipt of Customer's notice to complete the cure.

Injunctive Relief. The parties agree that it will not be inconsistent with their duty to mediate to seek injunctive or other interim relief from a competent court. The parties, in addition to all other available remedies, shall each have the right to initiate an action in any court of competent jurisdiction in order to request injunctive or other interim relief with respect to a violation of intellectual property rights or confidentiality obligations. The choice of venue does not prevent a party from seeking injunctive or any interim relief in any appropriate jurisdiction.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

The following Professional Services terms and conditions (these “**Professional Services Terms**”) are made part of and supplement the terms of the SaaS Terms and other terms entered into by and between the Customer (as identified on an Order Form (“**SOW**”)) and Scribbles (collectively, “**Master Agreement**”) and pursuant to which Scribbles will provide, when applicable, certain professional services to the Customer as defined on the SOW. Capitalized terms used but not defined in these Professional Services Terms have the meanings assigned to them elsewhere in the Master Agreement.

1. TERM

Unless terminated as provided herein, these Professional Services Terms commence on the “**Term Start Date**” and continue through the “**Term End Date**” as set forth on each SOW (the “**Term**”).

2. PROFESSIONAL SERVICES TO BE DELIVERED

2.1. Scribbles will provide the services and deliverables (“**Deliverables**”) described in the attached SOW during the Term. Those services and Deliverables are a collection of activities which will be performed during the Term (the “**Professional Services**”). Any additional scope or activities that extend beyond the Services will require an additional SOW. For the avoidance of doubt, the SOW may contain terms and conditions specific to the applicable Professional Services ordered (via a SOW) which terms will have no effect on other Professional Services Addenda. Scribbles may immediately cease performing Services, without liability, if a SOW expires and is not immediately extended or replaced with a valid SOW.

2.2. Change Control Process. Change control for additional Services or scope to be delivered under a SOW will be completed according to the following procedure prior to Scribbles starting any work:

2.2.1. Specific changes may be proposed by Customer’s business team members.

2.2.2. Proposed changes will be reviewed by Scribbles and a new or additional SOW detailing the scope, schedule, resource and/or budget impact will be prepared and delivered to Customer management.

2.2.3. Customer approves by signature such SOW and delivers such SOW to Scribbles for Scribbles' signature, or Customer shall deny the changes in scope, schedule, resources and/or budget and Scribbles shall revise and resubmit the SOW for Customer’s signature.

2.2.4. Scribbles begins work on specific changes defined in the signed, approved SOW only upon the mutual execution of the new SOW referenced above.

3. FEES AND EXPENSES

The Professional Services provided under these Professional Services Terms will be billed according to the fee schedule set forth in the SOW. Unless otherwise specifically stated in the SOW, all Professional Services are provided on a time and materials basis. Unless otherwise specifically stated in the SOW, the fees do not include expenses; Customer shall reimburse Scribbles for all reasonable travel, food, lodging, and other out-of-pocket expenses incurred in performance of these Professional Services Terms. Scribbles agrees to comply with Customer’s expense policies, as long as Customer provides those policies to Scribbles with reasonable advance notice and in writing. If any additional work is performed beyond the Completion Date or scope of these Professional Services Terms, the rate will be mutually agreed upon by the parties or if no such rate is established, such work will be performed under Scribbles' standard rate in effect at the time. All charges and fees set out in the SOW are quoted exclusive of applicable taxes, duties, or similar charges. Customer shall pay all sales, use, withholdings, excise, or other taxes or duties arising out of these Professional Services Terms, provided, however, that Customer will not be responsible for taxes on the net income of Scribbles.

4. PAYMENT

4.1. Notwithstanding any provision to the contrary herein, any and all payments required to be made hereunder are to be timely made by the Customer, and no payments to Scribbles will be withheld, delayed, reduced, or refunded if Scribbles' inability to meet any schedule requirements is caused by Customer’s failure to provide certain of its facilities,

computer resources, software, personnel, or business information as are required to perform these Professional Services Terms.

4.2. Customer's failure to issue a purchase order or provide such purchase order to Scribbles, however, will in no way relieve Customer of any obligation entered into pursuant to these Professional Services Terms, including, but not limited to, its obligation to pay Scribbles in a timely fashion.

5. OWNERSHIP

All Deliverables produced by Service Provider under these Professional Services Terms will not be considered to be works made for hire and will be exclusively owned by Service Provider and no ownership rights thereto will accrue in any manner to Customer.

Customer hereby agrees, upon written request from Service Provider, to assign any rights of Customer in such Deliverables to Service Provider. However, Service Provider hereby grants to Customer, at no additional charge, a worldwide, nonexclusive, license to (i) modify and otherwise create derivative works based on the Deliverables; and (ii) reproduce, distribute, perform, and display (publicly or otherwise), and otherwise use and exploit the Deliverables and derivative works thereof solely in connection with Service Provider licensed under a separate license agreement. No rights are granted to Customer hereunder other than as expressly set forth.

6. GENERAL TERMS

6.1. Order of Precedence. Each SOW shall be governed by the terms and conditions of this Agreement and the Master Agreement; however, in the event of any conflict between this Agreement and a SOW, the provisions of the SOW shall prevail.

6.2. Third Party Rights. Customer acknowledges that in the event Scribbles provides Professional Services pertaining to any third party products (including software, hardware, equipment or any other material), all rights in such third party products ("**Third Party Rights**") are retained by the respective third party. Customer shall be required to obtain any Third Party Rights from the respective third party directly and any rights in the Professional Services related to such Third Party Rights will be subject to Customer's agreement with the respective third party. Customer will defend, indemnify and hold harmless Scribbles from any third-party claim, demand, lawsuit and reasonable costs and expenses, including but not limited to attorneys' fees, arising from or related to any allegation of infringement of a patent, copyright, trade secret or similar intellectual property right concerning the products, designs and/or materials provided by Customer.

6.3. Support. Scribbles shall have no support and enhancement obligations related to any Professional Services except as otherwise specified in a SOW.