

# White Label Agreement

THIS SERVICE AGREEMENT (hereinafter referred to as the "Agreement") is dated on \_\_\_\_\_ by and between Algosoft Ltd. having company registered in Türkiye, company registration number 0520632644 (hereinafter referred to as "Company"), with its registered office at Adalet District, Anadolu Street, Megapol Tower No:41, Office:81, Bayraklı/Izmir, 35530. And \_\_\_\_\_ (hereinafter referred to as "Customer") whose address is: \_\_\_\_\_

AlgoDocs Account number: \_\_\_\_\_

(AlgoDocs is a wholly owned product of Algosoft Ltd.)

**WHEREAS**, Company provides an Intelligent Document Processing referred to as the ("Service") for the Customer.

## Section 1: SERVICE DESCRIPTION

- a) Company will provide a white label version of their existing web-based intelligent document processing engine to the Customer's website, e.g. [www.yourdomain.com](http://www.yourdomain.com).
- b) The white label service will be hosted either on Company's servers or Customer will host and maintain their own web sites at their own expense.
- c) Customer will provide customer support to its own clients. Company will provide customer support by email to Customer. Customer support is included in the monthly maintenance fee.
- d) Customer will be able to use all features of AlgoDocs as they appear on [www.algodocs.com](http://www.algodocs.com).
- e) In the case hosting and maintaining the Service on Customer's own server, AI data extraction methods will be processing documents through AlgoDocs API ([www.api.algodocs.com](http://www.api.algodocs.com)).
- f) All information submitted to AlgoDocs API by Customer shall remain the exclusive property of Customer. Company will not attempt to contact and or enter into any type of business relationship with Customers clients. This clause will survive the termination of this Agreement.

## Section 2: OPTIONS AND PRICING

There are two methods in which you can choose for white label solution.

- a) iFrame solution. With this solution, the Customer develops their own website and passes the request with parameters to AlgoDocs. Upon this AlgoDocs returns a response in an iFrame to the customer's website. This method for white label solution is free of charge.
- b) The Fully Administered Solution. The Customer installs AlgoDocs on their own server and maintains at their own cost. Company will provide up to date pricing information for this option upon request.

- i) The customized solution. The Company will provide a customized solution, which will be priced depending on the requirements.

### Section 3: TERMS OF PAYMENT

All fees are billed in advance and non-refundable.

### Section 4: SERVICE AGREEMENT

The initial term of this Agreement is one Year. After the initial term, this Agreement will automatically renew in terms of three (3) months unless cancelled 30 days prior the end of the ongoing term.

### Section 5: RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement shall be construed as creating any agency, legal representative, partnership, or other form of joint enterprise between the parties. Neither party shall have authority to contract for or bind the other in any manner whatsoever.

### Section 6: DISCLAIMER OF WARRANTIES / LIMITATION OF LIABILITY

- a) The Company expressly disclaims any representation or warranty that the service will be error free, timely, secure or uninterrupted. No oral advice or written information given by the Company, its employees, licensors or agents will create a warranty; nor may you rely on any such information or advice.
- b) Under no circumstances will the Company, or its affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from the use of or inability to use the white label service, including but not limited to reliance on any information obtained on the Company service; or that result from mistakes, omissions, interruptions, deletion of files or e-mail, loss of or damage to data, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not limited to acts of god, communication failure, theft, destruction or unauthorized access to the Company's records, programs or services. The Customer hereby acknowledge that this provision will apply whether or not the Company is given notice of the possibility of such damages and that this provision will apply to all services available from the Company and its affiliates.
- c) Under no circumstances, under the terms of this agreement, shall damages include loss of business, or loss of profits, whether based on breach of agreement, breach of warranty, product liability, or otherwise, to any party in privy to this agreement, or any third party not so situated.
- d) The terms of this section shall survive the termination of this agreement for whatever reason.

### Section 7: COPYRIGHT AND TRADEMARKS

All contents of the Company are proprietary to the Company and/or its suppliers and are protected under Copyright. All rights are reserved. The Company reserves any rights not expressly granted herein. The Customer acknowledges that he/she/it does not presently know the special skills, techniques or business

policies, nor does the Customer have business forms or access to the Company's body of knowledge, and as such, such information is deemed confidential and a trade secret, under Turkish law.

#### Section 8: FORCE MAJEURE

If by reason of failures of telecommunications or internet service providers, labor disputes, riots, inability to obtain labor or materials, earthquake, fire or other action of the elements, accidents, governmental restrictions or other causes beyond the control of the Company, the Company is unable to perform in whole or in part its obligations as set forth in this Agreement, then the Company shall be relieved of those obligations to the extent it is so unable to perform and such inability to perform shall not make the Company liable to the Customer or other third parties.

#### Section 9: GOVERNING LAW

The laws of Turkish Republic shall prevail in this Agreement, and any dispute arising from the relationship between the parties to this Agreement, excluding any laws that direct the application of another jurisdiction's laws. In any litigation, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both), or seeks a declaration of any rights or obligations under this Agreement, each party shall be responsible for their respective attorneys' fees and costs, as stated in Section 10. The parties consent to the exclusive jurisdiction and venue of the courts of the Türkiye.

#### Section 10: SOLICITOR COSTS

Any legal controversy or legal claim arising out of or relating to this Agreement or our services, which results in litigation, shall result in each party being solely responsible for its respective attorneys' fees and costs throughout the entire process of any and all proceedings.

#### Section 11: SEVERABILITY AND SURVIVABILITY

a) **Severability.** If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid or enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

b) **Survivability.** The terms of this Agreement apply to those obligations that survive any cancellation, termination, or rescission, namely – warranty, indemnification, liability and limits thereon, rights and obligations upon and following termination and assignment.

#### Section 12: INDEMNIFICATION

You agree to defend, indemnify and hold harmless the Company against any and all claims, losses, penalties, causes of action, damages, liability, costs, expenses (including but not limited to legal' fees and costs) or claims caused by or resulting indirectly from your use of the service, without limitation or

exception, including your violation of any third-party's rights, (including, without limitation, infringement of any copy right trademark, service mark, trade secrets, right of privacy or publicity or any other third party right). The terms of this section shall survive the termination of your relationship with the Company.

#### Section 13: ASSIGNMENT

In the event of a merger or consolidation of the Company, the surviving or new corporation and any subsidiaries are similarly subject to the rights and obligations of this Agreement.

#### Section 14: ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties regarding the products and services provided hereunder, and supersedes any prior Agreements between the parties with respect thereto.

#### Section 15: WAIVER

The failure of the Company to enforce a provision of this Agreement shall not be construed as a waiver or limitation of the Company right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**IN WITNESS WHEREOF**, the parties hereto, intending to be legally bound hereby, have duly executed, sealed and delivered this Agreement in duplicate the day and year first above written.

Signed on behalf of the Company

*Printed Name and Title:* \_\_\_\_\_

Signature: \_\_\_\_\_

Signed by Customer:

*Printed Name and Title:* \_\_\_\_\_

Signature: \_\_\_\_\_