## **User Agreement**

## Mega-Bates Application by Mega-Bates, LLC

This software is designed and provided to apply stickers, bates labels, and custom marks to electronic documents. The software is not intended for any other purposes and does not purport to conform to anything other than these functions. Any illegal use or application of this software is done so at the direction and control of the User and the Provider accepts no responsibility or liability for any damages, financial, or otherwise. The term "sticker" means the generation of a box designed to be filled with any color, including white, and text that is selected by the user. The term "bates label" means the use of a numeric or alphabetic sequence that is used for identification of a page or document (item or items) that is unique for that item and used to reference that item without overlap to other items. The bates label may also contain a page counter feature to provide a full count as to the number of pages provided either in total or per document. "Custom marks" are defined as a word, string of words, or images chosen by the User to indicate information pertaining to the page or document either individually or as a whole, such as but not limited to "Attorney's Eyes Only", "Confidential", or "Work Product".

By agreeing to this User Agreement the User has the right to use this application to provide the previously mentioned functionality along with any future functionality.

User agrees to pay either a monthly or an annual subscription by either automatic or manual authorization to pay for the use of this application. This application will provide all functionality as defined above once the subscription payment has been processed and paid as outlined in the pricing terms on the website at <u>www.Mega-Bates.com</u>. Use of this license without payment is considered theft and User will be liable for any costs associated with recovery of unpaid charges, including legal fees. Any dispute between the User and the Provider shall be subject to litigation in Federal District Court in San Antonio, TX. This application is not freeware and is provided for a subscription rate that is available on at <u>www.Mega-Bates.com</u>.

During the use of this application the following information will be retained by Mega-Bates, LLC for analysis. This information will also be used for technical assistance if needed by the User. The information collected includes but is not limited to the following: username, license number, number of pages processed, number of documents processed, all data manually inserted into the program including any static text inputted into text boxes, all settings/options that are selected within the program User Interface, start time of the job, whether the processing completed (collected after all files are processed), whether the processing was canceled (collected when run is canceled), job completion time (collected after all files are processed), how many processor cores the executing computer has installed, and how much RAM the executing computer has installed. We do not collect file names, file text, contents, or images of the processed documents. No confidential information is stored or saved by Mega-Bates, LLC or on the Mega-Bates, LLC server. The User's system is the storage and processing unit for all materials.

Mega-Bates utilizes open source packages to aid in processing documents. The licenses for these packages can be found in the Utilized Package Licenses folder. Utilized Packages include:

PDFium: <a href="https://pdfium.googlesource.com/pdfium/+/refs/heads/main/README.md">https://pdfium.googlesource.com/pdfium/+/refs/heads/main/README.md</a>,

PDFsharp: https://docs.pdfsharp.net/,

Newtonsoft.Json: https://www.newtonsoft.com/json,

Avalonia UI: https://avaloniaui.net/. The licenses of these packages do not apply to Mega-Bates itself.

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