

Docmosis – Cloud Services Agreement

This Cloud Services Agreement (“**Agreement**”) is a binding legal document between Docmosis and Customer.

“**Customer**” means either (a) you as an individual or (b) your company, if you are using Products in your capacity as an employee or agent of a company. “**Docmosis**” means Docmosis Pty Ltd (ACN 163 331 413) of Suite 8 / 5 Hasler Rd, Osborne Park, WA 6017 Australia.

This Agreement describes Customer’s rights and responsibilities regarding Customer’s use of the Cloud Services.

By accessing or using the Products you agree that you have the authority to bind Customer to this Agreement and Customer agrees to be bound by this Agreement. This Agreement does not have to be signed in order to be binding. You indicate your assent to this Agreement by clicking “I agree” (or similar button, link or checkbox) at the time you create an Account or place an Order.

From time-to-time Docmosis may modify the terms of this Agreement. Such modifications will be posted on our website as well as distributed with the Products. Customer agrees to all of the modifications of this Agreement as it is posted or distributed at the most recent time Customer uses or accesses the Products.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

- 1.1. “**Access Key**” means a unique alphanumeric code required when programmatically accessing the Cloud Services API.
- 1.2. “**Account**” is defined in clause 2.3.
- 1.3. “**Account Users**” is defined in clause 2.4.
- 1.4. “**Administrator**” is defined in clause 2.4.(b).
- 1.5. “**Beta Versions**” means any pre-release or near final versions of the Products released by Docmosis for testing and evaluation purposes, which may contain bugs, incomplete features, or other issues not present in the final, stable release.
- 1.6. “**Cloud Services API**” means the application programming interface used by Customers to connect various third-party platforms to the Cloud Services.
- 1.7. “**Cloud Console**” means the web portal used to access the Cloud Services.
- 1.8. “**Cloud Services**” means Docmosis template-based document generation services and related online services that Customer accesses via the internet. Cloud Services includes the Cloud Console and the Cloud Services API.
- 1.9. “**Confidential Information**” is defined in clause 7.1.

- 1.10. “Customer Data”** means information that the Customer or an Account User sends to be merged with a Template by the Cloud Services. Customer Data may be sent via the Cloud Console or sent directly to the Cloud Service API and may include personally identifiable information pertaining to any Customer, Account User, or clients or contacts of a Customer or Account User.
- 1.11. “Customer Material”** is defined in clause 2.8.
- 1.12. “Customer Resources”** means any code samples, example software, example templates or software development kits Docmosis makes available to the Customer in relation to the Cloud Services.
- 1.13. “Data Breach”** means any disclosure of Customer Data to a third party in contravention of clause 2.11.(a).
- 1.14. “Derived Works”** means works produced by Customer using the Cloud Services.
- 1.15. “Docmosis Technology”** is defined in clause 8.1.
- 1.16. “Documentation”** means the standard published guides and manuals for the Cloud Services.
- 1.17. “Evaluation Period”** means 30 days, or such other period of time specified by Docmosis, to allow the Customer time to evaluate the Products.
- 1.18. “Fair Use Policy”** means the policy set out at Schedule 1.
- 1.19. “Feedback”** is defined in clause 8.2.
- 1.20. “Fees”** means the fees payable in consideration of the Products as set out at <https://www.docmosis.com/pricing/>.
- 1.21. “Initial Term”** is defined in clause 4.3.
- 1.22. “Order”** is defined in clause 4.6.
- 1.23. “Plan”** is defined in clause 4.1.
- 1.24. “Products”** means Cloud Services, Documentation, Customer Resources, Access Keys and Beta Versions.
- 1.25. “Quota”** is defined in clause 4.2.
- 1.26. “Renewal Term”** is defined in clause 4.4.
- 1.27. “Subscription”** is defined in clause 2.1.
- 1.28. “Subscription Term”** is defined in clause 4.5.
- 1.29. “Support”** means technical support on the use and functioning of the Products as Customer may reasonably request. Support may include basic information and instructions, including assistance with the

general use of the Products, integration with the Cloud Services API and research of problems reported to Docmosis by Customer.

1.30. “Template” means a document containing placeholders, for any dynamic content, conforming to the Docmosis syntax.

1.31. “Trial” is defined in clause 2.5.

2. Use of Docmosis Cloud Services

2.1. *Subscription.* Subject to the terms of this Agreement, Customer and Account Users may access and use the Products for the duration of the applicable Subscription Term (“**Subscription**”).

2.2. *Software Products Not Covered.* For the avoidance of doubt, this Agreement does not apply to downloadable software products (whether by way of download from the Docmosis website or any other website), including Docmosis-Java, Tornado and others, use of which requires a separate agreement with us.

2.3. *Cloud Account.* To access and use the Cloud Services Customer will require an account which can be created at <https://www.docmosis.com/account> (“**Account**”).

2.4. *Cloud Account Users.* Subject to clause 10.4, and the conditions attached to a Plan (including without limitation the number of permitted Account Users), Customer may allow its employees, officers, agents, advisors or contractors to access the Account (“**Account Users**”) as follows:

(a) Account Users must:

- i. be engaged to either provide or receive services to or from the Customer; and
- ii. only be granted access to the Account for the purpose of providing or receiving services to or from the Customer.

(b) Account Users may be given certain Account designations as provided for by Docmosis and updated from time to time. Such designation includes “account administrator” (“**Administrator**”). Administrators have the highest level of control over an Account, including managing Customer Material, payment of Fees, inviting and removing Account Users, and all other functions relating to the Account.

(c) The Customer is solely responsible for who is designated as an Administrator and for all actions taken by the Administrator.

(d) By designating an Account User as an Administrator, Customer warrants that the Administrator:

- i. has the requisite authority to act on Customer’s behalf;
- ii. is authorized to grant access to other Account Users, including appointing other Administrators.

(e) The Customer is solely responsible for all activity on the Account, all use of the Products by Account Users, and any liability arising from an Account User’s access to and use of the Account and Products.

- 2.5. Trial.** Subject to the terms and conditions of this Agreement Customer may access and use the Products during the Evaluation Period solely for the Customer's internal business purpose of evaluating the Products ("Trial"). At the end of the Evaluation Period the Customer's right to access and use the Products shall terminate and Customer's Account will cease to function. During the Evaluation Period Customer's Account may have certain limitations imposed and the Evaluation Period may be terminated at any time by either party.
- 2.6. Fees.** The Customer must pay the Fees in accordance with clause 4.
- 2.7. Fair Use.** Customer agrees not to exceed any applicable Quota assigned to them as part of any Subscription, and must at all times comply with the Fair Use Policy. Docmosis will notify Customer of any such behavior that it reasonably deems to be not in keeping with its Fair Use Policy. Use of the Cloud Services must be in accordance with the relevant Documentation and Fair Use Policy.
- 2.8. Customer Material.** Unless otherwise specified, Customer retains ownership of any material, Templates or other content or information that Customer uploads to the Cloud Services ("**Customer Material**"). Customer agrees not to submit any Customer Material that is obscene, defamatory, libelous, threatening, harassing, pornographic, racially or ethnically offensive, that encourages conduct that would be considered a criminal offense or give rise to any liability (civil liability or otherwise). Customer represents and warrants to Docmosis that it has sufficient rights in the Customer Material to grant the rights in this clause and that the Customer Material does not infringe the rights of any third party. Customer agrees that Docmosis may delete or remove any Customer Material that does not comply with this clause 2.8 at any time and with or without notice.
- 2.9. Operational.** Customer hereby grants Docmosis a non-exclusive, worldwide, royalty-free license to copy, distribute, display, store, modify, and otherwise use Customer Material in each case solely to the extent necessary to provide the applicable Cloud Services to Customer.
- 2.10. Security.** Docmosis implements security measures to help protect the Cloud Services from security attacks. However, Docmosis cannot guarantee that the measures will be error-free, that transmissions of data will always be secure or that unauthorized third parties will never be able to defeat the measures.
- 2.11. Data Breach.**
- (a) Docmosis must not permit the disclosure of Customer Data to a third party where such disclosure is not authorized by the Customer or is otherwise not permitted by law.
 - (b) In the unlikely event of a Data Breach, Docmosis will notify the Customer as soon as is reasonably possible, and in any case within 7 days of becoming aware of the Data Breach.
- 2.12. Usage Information.** Docmosis may collect aggregate information to determine general Cloud Service usage patterns and characteristics of its user base and otherwise to improve its products and services and may include such aggregate information about its audience in promotional materials or reports to third parties. This aggregate information will not reference names, phone numbers, email addresses, or other personally identifiable information, and it will not be traceable to a specific Customer.
- 2.13. Return of Customer Material.** Subject to Customer's compliance with this Agreement, after expiration of a Subscription or termination of this Agreement, at Customer's request, Docmosis will use reasonable efforts to make available the Customer Material for download. If made available, Customer must download the Customer Material within 30 days of termination or expiration. After that, Docmosis may delete the

Customer Material. Docmosis does not warrant or represent the accuracy of the downloaded information and is in no way responsible if the information is destroyed, altered, corrupted or lost in the process of downloading.

- 2.14. *Storage Limits.*** Docmosis may create or modify maximum storage limits for the Cloud Services at any time, in its discretion, and Customer acknowledges that it may not receive notices about these limits.
- 2.15. *Beta Versions.*** Beta Versions may be inoperable, incomplete and are likely to contain more errors and bugs than generally available Products. Docmosis provides no assurances that any features of Beta Versions will ever be made generally available.

3. Customer Obligations

- 3.1. *Customer Information.*** Customer will provide true, accurate, current and complete information when registering with Docmosis and ordering Products and agrees to update its information if it changes. This is important, because Docmosis may send or display notices, statements and other information to Customer by email or through the Cloud Console.
- 3.2. *Customer Responsibilities.*** Customer will ensure all usernames, passwords and Access Keys associated with its Account are kept confidential and will not share them with third parties, other than authorized Account Users. Customer is responsible for all actions taken through its accounts. Customer must notify Docmosis immediately in writing if Customer becomes aware that there is or has been any unauthorized use of Customer's Account, or any other security breach relating to Customer's Account.
- 3.3. *Rights Claims.*** Customer must notify Docmosis immediately in writing if Customer becomes aware of any claim by any third party to the rights of any of the Products.
- 3.4. *Conditions on Use.*** Customer will not, and will not allow any other third party to:
 - (a) reverse engineer, decompile, disassemble, decipher, decrypt, or otherwise seek to discover or obtain the source code or non-public APIs to Products (including any data structure or similar materials generated by the Products), except to the extent expressly permitted by applicable mandatory law (and then only upon advance notice to Docmosis);
 - (b) modify, rent, lease, sell, resell, transfer, sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis), or relicense any Products to any third party;
 - (c) use the Products for assessing or developing products or services that offer similar or competing functionality as the Products;
 - (d) expose features of the Products through an API for use by a third party;
 - (e) without Docmosis' express written prior permission, attempt to probe, scan, or test the vulnerability of the Products or network or breach any security or authentication measures;
 - (f) use the Products to send sensitive information via non-encrypted channels such as email;
 - (g) use any Products for commercial solicitation purposes or spam;
 - (h) publicly disseminate information regarding the performance of Products;

- (i) submit any Customer Material, or any other material, that is likely to harm or corrupt the Cloud Services or any computer systems or data, including without limitation any virus, bot, worm, scripting exploit or other harmful code; or
- (j) use the word “Docmosis” or any Docmosis trademarks or logos to endorse, describe or promote Derived Works without prior written permission from Docmosis. For written permission, please contact admin@docmosis.com.

4. Orders, Billing and Cancellation

- 4.1. *Plan.* Customer’s Subscription shall be for the plan selected by Customer when setting up an Account (“**Plan**”). The selected Plan will prescribe certain terms of the Customer’s access, including without limitation the number of permitted Account Users, the Fees payable, and applicable Quotas. The Plan details are set out at <https://www.docmosis.com/pricing/>.
- 4.2. *Quota.* Docmosis shall limit Customer’s use of the Cloud Services in keeping with the requirements of the Plan (“**Quota**”).
- 4.3. *Initial Term.* Customer selects the initial subscription Term, which may be a month, or other mutually agreed period, at the time of Order (“**Initial Term**”).
- 4.4. *Renewals.* Once the Initial Term expires, Customer’s subscription will automatically renew for successive terms of the same period (“**Renewal Term**”) unless either party notifies the other of non-renewal at least 30 business days prior to the upcoming expiration date.
- 4.5. *Subscription Term.* “**Subscription Term**” means the Initial Term and any Renewal Term(s).
- 4.6. *Orders.* An “**Order**” means Docmosis applicable online order page(s), flows, Cloud Console screens or other Docmosis-approved ordering document or process describing the Products Customer is ordering from Docmosis. As applicable, the Order will identify: (i) the Plan, (ii) the Initial Term (iii) the fees Customer will be charged and applicable currency, and (iv) method of payment and payment terms.
- 4.7. *Billing.* Customer will be billed in advance for the Initial Term, and each successive Renewal Term, using the method of payment specified in the Order.
- 4.8. *Payment Failures.* Should payment fail to occur for any reason, Docmosis will attempt to contact Customer using the contact details provided through the Cloud Console. Failure to pay outstanding fees within 7 days may result in access to the Cloud Services being withheld until payment has been made.
- 4.9. *Cancellation.* Docmosis may provide Customer with a notice that includes instructions on how to cancel their Subscription. Customer may cancel their subscription during the Subscription Term by following the instructions in the notice. Cancelling the Subscription will stop recurring fees going forward, but Customer will not receive any refund or credits for fees already paid. Customer will retain access to their paid-for Cloud Services until the end of the then-current Subscription Term.
- 4.10. *Taxes.* If the Customer is required by law to make any deduction or withholding from any payment to Docmosis in respect of tax imposed upon Docmosis the Customer must:

- (a) take all reasonable steps to ensure that the amount of the deduction or withholding is the minimum permissible under the law, and remit the balance by the due date for payment under this Agreement; and
- (b) pay the full amount of the deduction or withholding to the appropriate Governmental Body in accordance with the law;
- (c) must deliver, or ensure the delivery, to Docmosis within 20 business days after the payment of any deduction or withholding, the tax receipts and other documentation certifying the actual payment of that deduction or withholding; and
- (d) the Customer must also pay to Docmosis whatever additional amount is necessary (after allowing, for the avoidance of doubt, for withholdings from that amount) to ensure Docmosis receives the full amount of the payment due under this Agreement as if the withholdings had not been deducted.

4.11. Delivery. All deliveries under this Agreement will be electronic.

5. Support and Updates

5.1. Support. Docmosis will provide Support to Customer during the Subscription Term.

5.2. Updates. Docmosis may at its discretion and without notice make updates to the Products to improve the quality of the Products and the customer experience, and such updates may include changes to the Documentation as required.

5.3. Estimated Support Time. Docmosis does not guarantee that Support will be provided in any given time period. Any estimates as to the time for Support to be provided are estimates only and are not binding or enforceable.

5.4. Customer's Cooperation. Customer shall cooperate fully with Docmosis' reasonable requests for information, personnel and time necessary to provide Support, including providing information for Docmosis to reproduce the error(s) reported by Customer.

5.5. Derived Works. Docmosis will not provide Support for Derived Works or to end users of Derived Works. Docmosis will only provide Support for the Products to Customer.

6. Term and Termination

6.1. Term. This Agreement commences on the day Customer first creates an Account or in any other way gains access to the Products. This Agreement will continue so long as Customer has an ongoing Subscription for the Cloud Services, unless terminated earlier in accordance with the terms of this Agreement. Docmosis may suspend, limit, or terminate this Agreement or Customer's Account, with respect to one or more of the Products, if Customer fails to comply with the terms and conditions of this Agreement, including any failure to pay Fees when due. Docmosis may terminate any free account or evaluation usage at any time in its sole discretion.

6.2. Termination Conditions. Immediately upon termination Customer must at its own cost cease using all the terminated Products. Upon termination of this Agreement for whatever reason, Customer will not be entitled to credits or refunds for any unused portion of this Agreement.

6.3. Survival. Clauses 2.9, 2.13, 3.3, 4.10, 6.2, 7, 8.1, 8.3, 9.3, 10.2, 10.3, 10.4, 10.5, 11.1 to 11.8 (inclusive) will survive expiration or termination.

7. Confidential Information

7.1. Definition. For purposes of this Agreement, “**Confidential Information**” shall mean any and all proprietary information disclosed by one party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”) in any written, oral or electronic form that is marked as “confidential” or with similar designation, or information which the Receiving Party should, in the exercise of reasonable judgment considering the circumstances surrounding the disclosure, recognize to be confidential business information.

7.2. Ownership. All Confidential Information contained therein is and shall remain the exclusive property and trade secrets of the Disclosing Party.

7.3. Use and Disclosure. The Receiving Party shall use the Confidential Information solely for the purpose stated in, and pursuant to the terms of, this Agreement and shall not use the Confidential Information for any other purpose or for the Receiving Party’s own benefit without the Disclosing Party’s prior written consent. Receiving Party shall hold the Confidential Information in strict confidence and shall take all reasonable precautions to protect the Confidential Information from unauthorized use or disclosure using at least the same degree of care as it employs to protect its own Confidential Information (no less than a reasonable degree of care).

7.4. Required Disclosure. Nothing in this Agreement shall preclude the Receiving Party from making any disclosure of Confidential Information that is required by law or by a valid order or requirement by a court or other governmental body having jurisdiction provided that Receiving Party uses best efforts to limit the scope of the required disclosure, provides the Disclosing Party notice of the disclosure requirement as soon as reasonably possible, and cooperates with Disclosing Party in seeking confidential treatment of any information required to be disclosed.

7.5. Exclusions. The restrictions on use and disclosure of Confidential Information set forth above shall not apply to Confidential Information that: (i) can be shown by written evidence to have been in Receiving Party’s lawful possession before receipt of the Confidential Information from Disclosing Party, (ii) is independently developed by Receiving Party without the use of the Confidential Information as evidenced by written records; (iii) is or becomes publicly available through no fault of Receiving Party; or (iv) is rightfully received by Receiving Party on a non-confidential basis from a third party without breach of a duty of confidentiality to Disclosing Party.

8. Ownership and Feedback

8.1. Ownership. Docmosis and its licensors reserve all rights not expressly granted to Customer in this Agreement. The Products (including any content or information contained therein) and all copies thereof are protected by copyright and other intellectual property laws and treaties. Docmosis or its licensors own the title, copyright, and other intellectual property rights in the Products and all copies, modifications of the Products and underlying software (including any incorporated Feedback) (“**Docmosis Technology**”), and Customer does not acquire any ownership rights in Docmosis Technology irrespective of the use of terms such as “purchase” or “sale”. Customer has, reserves and retains all rights, title and interest in and to Customer Material, including the sole and exclusive ownership of all intellectual property rights relating thereto.

8.2. Feedback. “**Feedback**” means any feedback, comments, suggestions or materials (including, to the extent disclosed to Docmosis, any Customer modifications) that Customer may provide to Docmosis about or in connection with the Products, including any ideas, concepts, know-how or techniques contained therein. Customer may provide Feedback in connection with Support and otherwise. Customer hereby grants Docmosis a worldwide, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, including incorporating or implementing the Feedback in the Products. Customer agrees that Docmosis may exploit all Feedback without any restriction or obligation on account of intellectual property rights or otherwise.

8.3. For the avoidance of doubt:

- (a) no Feedback will be deemed Customer’s Confidential Information, and nothing in this Agreement (including clause 7) limits Docmosis’ right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise; and
- (b) all intellectual property rights and other proprietary rights in improvements to the Docmosis Technology arising out of Feedback will vest solely in Docmosis.

9. Warranties

9.1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement, and that, if Customer is an entity other than an individual, this Agreement and each Order is entered into by an employee or agent of such party with all necessary authority to bind such party to the terms and conditions of this Agreement.

9.2. *Docmosis* warrants and represents to Customer that it:

- (a) has the right to provide the Product to be used in accordance with this Agreement, free and clear of all encumbrances;
- (b) owns all right, title, and interest in the Docmosis Technology, and, to the extent that it does not own such right, title and interest that it has obtained all rights necessary to enter into and to perform its obligations under this Agreement;
- (c) shall use reasonable commercial efforts in the supply of Support, utilising the services of suitably trained and qualified staff, and in accordance with Docmosis’ usual current operating processes and procedures;
- (d) has not offered or provided, and shall not offer or provide, directly or indirectly, any gifts or personal benefits to any director, officer, employee, agent or consultant of the Customer (excluding minor items having a value under \$250 such as meals etc.), and that, to the best of its knowledge, no director, officer, employee, agent or consultant of Docmosis has any material interest, directly or indirectly, in Customer by way of ownership or management, or has received or will receive any interest, benefit, remuneration or gift from either the preparation or submission of any proposal by Docmosis to Customer or from the execution or performance of this Agreement.

9.3. THE PRODUCTS ARE MADE AVAILABLE TO THE CUSTOMER ON AN “AS IS” BASIS. THE CUSTOMER ACKNOWLEDGES THAT IT HAS HAD THE BENEFIT OF THE EVALUATION PERIOD TO TRIAL THE PRODUCTS AND DETERMINE WHETHER THE PRODUCTS ARE SUITABLE FOR THE CUSTOMER’S PURPOSES AND IS THEREFORE ACCEPTING THE PRODUCTS ON AN “AS IS” BASIS. To the maximum extent permitted by law, Docmosis makes no warranties, representations, or conditions of any kind, express, statutory or implied as to:

- (a) The operation and functionality of the Products;
- (b) The accuracy, integrity, completeness, quality, legality, usefulness and safety of any of the Products' software or content;
- (c) Any products and services associated with the Products;
- (d) Whether the Products will meet the Customer's specific requirements;
- (e) Whether the operation of the Products will be uninterrupted, timely, secure, or error-free;
- (f) Whether any errors in the Products will be corrected; or
- (g) Whether the Products will operate in combination with any other hardware, software, system or data.

9.4. Customer understands and acknowledges that due to the complicated nature of transformations between document formats, the Products may not necessarily provide an accurate or acceptable transformation from Template to final output document in all cases. Customer may need to modify or adapt a Template to ensure the generated document is as close as possible to the desired result.

9.5. Docmosis further disclaims all warranties, express, statutory or implied, including, but not limited to, implied warranties of merchantability, merchantable quality, durability, fitness for a particular purpose and/or non-infringement. No advice or information, whether oral or written, that Customer obtains from Docmosis shall create any warranty, representation or condition not expressly stated herein.

9.6. Without limiting the foregoing, to the maximum extent permitted by applicable law, Docmosis and its third-party suppliers/licensors make no representations or warranties whatsoever with respect to, and assume no liability for, any Products provided on an evaluation basis. In addition, Docmosis and its third-party suppliers/licensors shall not be liable for delays, interruptions, service failures and other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of Docmosis.

10. Indemnification And Liability

10.1. *Force Majeure.* Neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting the generality of the foregoing, such causes include acts of God, or the public enemy, fires, floods, storms, earthquakes, riots, strikes, lockouts, wars or war operations, restraints of government or other cause or causes which could not be controlled or prevented by the party. Upon completion of the event of force majeure the relevant party must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.

10.2. *Indemnification.* Customer will indemnify Docmosis from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) arising out of any claim arising from or relating to any breach by Customer of this Agreement.

10.3. *General liability.* The aggregate liability of Docmosis under this Agreement shall be limited to an amount equal to the Fees paid in the six months preceding the date on which the claim arose by Customer to Docmosis pursuant to this Agreement.

10.4. *Account Users.* Where the Customer appoints Account Users to access the Products, including the Access Key, Customer must ensure that such Account Users comply with this Agreement. It is the Customer's responsibility to ensure all Account Users are familiar with their obligations under this Agreement. The

Customer is liable for, and indemnifies Docmosis against, any damage caused by an Account Users' acts or omissions, including without limitation any:

- (a) breach of this Agreement; or
- (b) use of the Products in a manner that is inconsistent with this Agreement or Docmosis' reasonable operating instructions or is in breach of any applicable law.

10.5. Other disclaimers. Notwithstanding anything else in this Agreement, to the maximum extent permitted by applicable law, in no event shall Docmosis be liable for any special, incidental, punitive, indirect, or consequential damages (including lost profits or revenue) whatsoever arising out of or in any way related to this Agreement. Customer specifically understands and agrees that Docmosis disclaims and excludes all warranties and liability with respect to:

- (a) loss, loss of use or corruption of any Customer Material (or other data Customer may provide); and
- (b) the costs of procurement of any substitute goods

11. General Terms

11.1. Entire Agreement. This Agreement constitutes the final, complete and exclusive agreement with respect to the subject matter hereof and supersedes all prior written or oral agreements, communications, negotiations or understandings. Should any provision in an exhibit or attachment hereto conflict with any of the provisions of this Agreement, this Agreement shall prevail unless the conflicting provision specifically states otherwise.

11.2. Governing Law. This Agreement is made under and shall be construed according to the laws of the State of Western Australia. The parties irrevocably agree that the courts of the State of Western Australia shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) that arises out of or in connection with this Agreement.

11.3. Headings. The headings of clauses and paragraphs of this Agreement, including, without limitation, any exhibits attached hereto, are for general information and reference only, and this Agreement shall not be construed by reference to such headings.

11.4. Export Control. The import and export of any Product may be subject to control or restriction by applicable local law. Customer is solely responsible for determining the existence and application of any such law to any proposed import or export and for obtaining any needed authorization. Customer agrees not to import or export, directly or indirectly, any Product to or from any country in violation of applicable laws.

11.5. Government Usage. If the Customer or end user of the Products is a department, agency or other entity of the United States Government, this provision applies. The Products: (a) were developed fully at private expense and are in all respects the proprietary information of Docmosis; (b) were not developed with government funds; (c) are a trade secret of Docmosis for all purposes of the Freedom of Information Act; (d) are commercial items and thus, pursuant to Section 12.212 of the Federal Acquisition Regulations (FAR) and DFAR Supplement Section 227.7202, Government's use, duplication, release, modification, transfer or disclosure of the Products is restricted by the terms of this Agreement.

11.6. Marketing Consent. Docmosis may identify Customer as a customer in Product promotional material. Customer may request that Docmosis cease identifying Customer at any time by submitting an email to admin@docmosis.com. Requests may take 30 days to process.

- 11.7. Severability.** If any provision of this Agreement should be held invalid or unenforceable, the remaining provisions shall be unaffected and shall remain in full force and effect.
- 11.8. Waivers.** The failure of Docmosis to enforce any right or provision of this Agreement will not be deemed a waiver of such right or provision.
- 11.9. Assignment.** Customer may assign this Agreement provided that the assignee agrees to be bound by the terms and conditions contained in this Agreement. Docmosis may assign its rights and obligations under this Agreement in whole or in part without consent of Customer. Any permitted assignee shall be bound by the terms and conditions of this Agreement.
- 11.10. Schedules.** The Schedules form part of and are incorporated into the operative provisions of this Agreement.

Schedule 1

Fair Use Policy

This Fair Use Policy is part of our commitment to providing a fast and reliable Cloud document generation service.

1. Why do we have a Fair Use Policy?

When subscribing, Cloud customers are required to choose an Account Quota (Pages/Month). The selected Account Quota should be greater than or equal to the anticipated Account Usage.

The Account Quota method allows Docmosis to estimate usage and provision the Cloud services to meet the needs of all subscribers in a fair and equitable way.

Docmosis offers a generous “no blocking” approach that means document generation will ordinarily continue even if Account Usage unexpectedly exceeds Account Quota.

Other aspects of the Cloud Service, such as the ability to store Templates and Images, have no pre-defined limits.

This Fair Usage Policy exists to ensure Customer respects this approach.

2. Notifications.

Docmosis will make commercially reasonable efforts to deliver the following notifications using all email addresses associated with an account.

Customer will be notified if their Account Usage approaches or exceeds their Account Quota. Upon receiving an over quota notification, Customer should increase their Account Quota so that it is greater than Account Usage.

If Customer is certain that the higher Account Usage is an abnormal event in the current calendar month they may request a one-off exception from Docmosis and thereby keep the current Account Quota for the next calendar month.

Customer will be notified if it is deemed that their Account contains an excessively large number of Templates or Images. Customer should then actively and immediately reduce the number of stored artefacts.

3. Limits may be applied.

If Account Usage repeatedly exceeds Account Quota and, despite prior notifications, Customer does not increase their Account Quota, Docmosis reserves the right to limit Customer’s use of the service. In this case an Account Limit (Pages/Month) that is greater than or equal to the Account Quota will be applied to the account.

If rapid and growing usage is detected, that could potentially compromise the Cloud service, Docmosis reserves the right to limit Customer’s use of the service, immediately and without warning. In this case an Account Limit that is greater than or equal to three-times (300%) of the Account Quota will be applied to the account.

NOTE: IF AN ACCOUNT LIMIT IS APPLIED AND ACCOUNT USAGE REACHES THE ACCOUNT LIMIT THEN DOCUMENT GENERATION STOPS IMMEDIATELY.

If Customer does not reduce Template or Image storage when requested Docmosis reserves the right to apply a Storage Limit that will limit the number of stored items to an amount greater than or equal to the currently stored items.

NOTE: IF A STORAGE LIMIT IS APPLIED THEN CUSTOMER WILL NOT BE ABLE TO UPLOAD ANY NEW TEMPLATES OR IMAGES.

Should a limit be applied, Customer should contact: support@docmosis.com for further information.

4. Customer's responsibility.

Customer should regularly:

- monitor their Account Usage and adjust their Account Quota to ensure it is always greater than Account Usage; and,
- review the stored Templates and Images and delete artefacts that are no longer needed.