

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 6154 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.

1. Introduction to Docmosis Products

- 1.1. *Products.* “**Products**” means Cloud Services, Documentation, Client Resources, Access Keys and Beta Versions.
- 1.2. *Cloud Services.* “**Cloud Services**” means Docmosis online services and products including Docmosis Cloud that Customer accesses via the Docmosis website or the internet. Cloud Services includes the web portal used to access the Docmosis Cloud (“**Cloud Console**”) and the Docmosis Cloud API (“**API**”).
- 1.3. *Access Key.* “**Access Key**” means a unique alphanumeric code used for accessing the API programmatically.
- 1.4. *Derived Works.* “**Derived Works**” means works using the Cloud Services.
- 1.5. *Evaluation Period.* Docmosis will specify a period (or, if not specified, for 30 days), or as extended, for Customer’s internal evaluation purposes to determine whether to procure a Docmosis Product (“**Evaluation Period**”).
- 1.6. *Beta Versions.* Customer understands that access to any pre-release and beta Products Docmosis makes available (“**Beta Versions**”) are still under development, may be inoperable or incomplete and are likely to contain more errors and bugs than generally available Products. Docmosis makes no promises that all features of any Beta Versions will ever be made generally available.
- 1.7. *Documentation.* “**Documentation**” means our standard published guides and manuals for the Cloud Services.
- 1.8. *Templates.* “**Template**” means a document containing placeholders, for any dynamic content, conforming to the Docmosis syntax.
- 1.9. *Client Resources.* “**Client Resources**” means any code samples, example software, example templates or SDK’s Docmosis provides in relation to the Cloud Services.
- 1.10. *Software Products Not Covered.* This Agreement does not apply to our 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 license agreement with us. For clarity, however, any Client Resources remain subject to this Agreement.

2. Use of Docmosis Cloud Services

- 2.1. *Account.* To access and use the Cloud Services Customer will require an account which can be created at <https://www.docmosis.com/account> ("**Account**").
- 2.2. *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 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.
- 2.3. *Subscription.* Subject to the payment of fees and the terms and conditions of this Agreement Customer may access and use the Products during the applicable Subscription Term ("**Subscription**"). This includes the worldwide, non-exclusive, non-transferable, non-sub-licensable right, as part of your authorized use of the Products, to download, copy, modify and use the Client Resources.
- 2.4. *Fair Use.* Customer agrees not to exceed any Quota assigned to them as part of any Subscription ("**Fair Use**"). Docmosis will inform Customer of any such behavior that it deems to be unfair. Use of the Cloud Services must be in accordance with the relevant Documentation and policies.
- 2.5. *Customer Data.* Unless otherwise specified, Customer retains ownership of any data, Templates or other content or information that Customer provides through the Cloud Services ("**Customer Data**"). Customer agrees not to submit any content 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 will not submit any material (including any virus, bot, worm, scripting exploit or other harmful code) that is likely to harm or corrupt the Cloud Services or any computer systems or data. Customer represents and warrants to Docmosis that it has sufficient rights in the Customer Data to grant the rights in this section and that the Customer Data does not infringe the rights of any third party. Customer agrees that Docmosis may, in its sole discretion, delete or remove any Customer Data at any time and with or without notice.
- 2.6. *Operational.* Customer hereby grants Docmosis a non-exclusive, worldwide, royalty-free license to copy, distribute, display, store, modify, and otherwise use Customer Data in each case solely to the extent necessary to provide the applicable Cloud Services to Customer.
- 2.7. *Security.* Docmosis implements security procedures to help protect Customer Data from security attacks. However, Docmosis cannot guarantee that the security procedures will be error-free, that transmissions of data will always be secure or that unauthorized third parties will never be able to defeat the security measures. Docmosis is not responsible for any Customer Data lost, altered, intercepted, corrupted or stored.
- 2.8. *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 be not traceable to a specific Customer.
- 2.9. *Return of Customer Data.* After expiration of a Subscription or termination of this Agreement, unless it was for Customer's breach, at Customer's request, Docmosis will use reasonable efforts to make available the Customer Data for download. If made available, Customer must download the Customer Data within 30 days of termination or expiration. After that, Docmosis may delete the Customer Data. 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.

2.10. 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.

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 keep its usernames, passwords and Access Keys confidential and will not share them with third parties. 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, 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 to develop Derived Works that offer similar or competing functionality as the Products, or expose features of the Products through an API for use by a third party;
- (d)** attempt to probe, scan, or test the vulnerability of the Products or network or breach any security or authentication measures;
- (e)** use the Products to send sensitive information via non-encrypted channels such as email;
- (f)** use any Products for commercial solicitation purposes or spam;
- (g)** publicly disseminate information regarding the performance of Products; or
- (h)** 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. Quota. Docmosis may limit Customer's use of the Cloud Services ("**Quota**").

4.2. Plans. Docmosis will outline the available combination of fees, frequencies and Quotas ("**Plans**") at <https://www.docmosis.com/plans>.

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 5 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 you are ordering from Docmosis. As applicable, the Order will identify: (i) the Plan, (ii) the Initial Term (iii) the fees Customer will be charged, applicable currency, and (iv) method of payment and payment terms.
- 4.7. Billing.** You will be billed in advance for the Initial Term, and each successive Renewal Term, using the method of payment specified in your Order.
- 4.8. Payment Failures.** Should payment fail to occur for any reason, Docmosis will attempt to contact Customer using the contact details provided during Account creation. 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; and
 - (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 offers Support to Customer as described at <http://www.docmosis.com/support>. “**Support**” means technical support on the use of the Products as Customer may reasonably request by email as described in the link above. Support may include basic information and instructions, including assistance with the general use of the Products and research of problems reported to Docmosis by Customer. Docmosis does not guarantee that Support will be provided in any given time period. Any estimates provided are estimates only and are not binding or enforceable.
- 5.2. 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.
- 5.3. Conversion Limitations.** Customer understands and acknowledges that due to the complicated nature of transformations between document formats, Docmosis may not necessarily provide an acceptable transformation from Template to final output document in all cases. Customer may need to modify or adapt a Template to ensure the final output document is as close as possible to the desired result.

- 5.4. *Covered Products.* Docmosis will provide Support for the most current version of the Products. Once a new version has been made generally available, Customer should convert to the latest version in order to ensure uninterrupted service and continued Support.
- 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.* The term of 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 earlier terminated. Docmosis may suspend 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.* Customer may terminate this Agreement at any time with notice to Docmosis. Such notice must be provided in writing by way of email to admin@docmosis.com. Termination will be effective 24 hours thereafter.
- 6.3. *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.
- 6.4. *Survival.* **Sections 2.9, 4.10, 6.3, 7, 9.2, 10.2, 10.3, 10.4 and 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 are 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".

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. For clarity, no Feedback will be deemed Customer's Confidential Information, and nothing in this Agreement (including Section 7) limits Docmosis' right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

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, 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. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, DOCMOSIS PROVIDES ITS SERVICES AND THE PRODUCTS (INCLUDING THE CLOUD SERVICES AND CLIENT RESOURCES) AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR ANY PURPOSE. WITHOUT LIMITING THE FOREGOING, DOCMOSIS MAKES NO REPRESENTATION, WARRANTY OR GUARANTY (1) AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY PRODUCTS OR ANY CONTENT THEREIN OR GENERATED THEREWITH, (2) THAT (A) THE USE OF ANY PRODUCTS WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE PRODUCTS WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL

BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED, (D) ERRORS OR DEFECTS WILL BE CORRECTED, OR (E) THE PRODUCTS (OR ANY SERVER(S) THAT MAKE A CLOUD SERVICE AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. 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.** Docmosis shall not 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 Docmosis must as soon as reasonably practicable recommence the performance of its obligations under this Agreement.
- 10.2. Third Parties.** Customer will indemnify, defend and hold harmless Docmosis from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) arising out of or in connection with any claim arising from or relating to (a) any breach by Customer of this Agreement, (b) any Customer Data, (c) any service or product offered by Customer in connection with or related to a Product, (d) any representations or warranties made by Customer regarding a Product to third parties or (e) breach of intellectual property or other such rights.
- 10.3. Maximum liability.** To the maximum extent permitted by applicable law, Docmosis' entire liability under this Agreement shall be limited to actual damages, up to the amount actually paid by Customer for such Cloud Services, in the last six months preceding the date on which the claim arose. LICENSEE ACKNOWLEDGES THAT DOCMOSIS' PRICING REFLECTS THIS ALLOCATION OF RISK.
- 10.4. 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 all warranties and liability with respect to loss, loss of use or corruption of any Customer Data (or other data Customer may provide) and the costs of procurement of any substitute goods.
- 10.5. Third party websites.** Docmosis may include links on its website to third party websites. Docmosis does not own intellectual property rights, or make representations in relation to the accuracy or otherwise, of content contained on such third-party websites.

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 control 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 sections 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 not assign this Agreement without the prior written consent of Docmosis (which consent will not be unreasonably withheld), 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.