

# Docmosis – Software License Agreement

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This Agreement explains the rights and obligations of Licensee.

By installing or using the Products you agree that you have the authority to bind Licensee to this Agreement and Licensee 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 sign up for a Trial License, or purchase a perpetual Software License. If Licensee does not agree to this Agreement Docmosis is unwilling to license the Products to the Licensee, and therefore, do not download, access or otherwise use the Products.

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## 1. Introduction to Docmosis Products

- 1.1. *Products.* “**Products**” means Software, Documentation, Client Resources, License Keys, and Beta Versions.
- 1.2. *Software.* Docmosis offers many different software products for download, including Docmosis-Java, Tornado and others. “**Software**” means any Docmosis product that Licensee uses (whether by way of download from the Docmosis website or any other website). The term also includes (a) Updates to the Software, (b) any APIs or internet-based components of the Software provided by Docmosis and (c) any third-party software embedded in or provided with Docmosis’ software.
- 1.3. *License Key.* “**License Key**” means a unique alphanumeric code used to activate the Software.
- 1.4. *Derived Works.* “**Derived Works**” means works integrating, based upon or using the Products.
- 1.5. *Evaluation Period.* Docmosis will specify a period (or, if not specified, for 30 days), or as extended, for Licensee’s internal evaluation purposes to determine whether to procure a Docmosis Product (“**Evaluation Period**”).
- 1.6. *Beta Versions.* Licensee understands that 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 Software.
- 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 Products.

## 2. License to Use Docmosis Software

- 2.1. *Software License.* Subject to the payment of Fees and the terms and conditions of this Agreement, Docmosis grants Licensee a limited, worldwide, non-exclusive, non-transferable, non-sub-licensable right to integrate, use and distribute the Software (“**Software License**”). Software Licenses are perpetual unless terminated pursuant to the terms of this Agreement. 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.
- 2.2. *License Keys.* The Software requires a License Key in order to activate and run. The License Key will be delivered as described in Section 4.4.
- 2.3. *License Limitations.* The Software must only be used in accordance with the scope of usage as set out in Schedule 1 (“**Scope of Usage**”).
- 2.4. *License Restrictions.* Licensee will not, and will not permit any third party to, try to circumvent the License Key or use the Software beyond the limits specified by the License Key or the Scope of Usage.
- 2.5. *Trial License.* If Licensee has obtained a License Key for trial or evaluation purposes, the following terms shall apply and take precedence over any preceding, inconsistent or conflicting terms: Docmosis grants Licensee a limited, revocable, non-exclusive, non-transferable, non-sub-licensable right to use the Software for the Evaluation Period solely for Licensee's internal business purpose of evaluating the Software (“**Trial License**”). At end of the Evaluation Period the Licensee's right to use the Software shall terminate and the Software will cease to function.

## 3. Licensee Obligations

- 3.1. *Licensee Information.* Licensee 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 notices, statements and other information to Licensee by email.
- 3.2. *Licensee Responsibilities.* Licensee will keep its License Keys confidential and will not share them with third parties. Licensee must notify Docmosis immediately in writing if Licensee becomes aware that there is or has been any unauthorized use or disclosure of its License Key.
- 3.3. *Rights Claims.* Licensee 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.* Licensee 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) distribute the Products in any form that allows the Products to be reused by any application other than Licensee's Derived Work;
  - (d) 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;
  - (e) attempt to probe, scan, or test the vulnerability of the Products 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; or

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#### **4. Fees and Payments.**

**4.1. Fees.** In consideration of the Products and any accompanying licenses provided to Licensee by Docmosis hereunder, Licensee shall pay Docmosis the license fees, subscription fees, expenses, and taxes as displayed on the Docmosis website <http://www.docmosis.com> (“Fees”).

**4.2. Payments.** Licensee must pay all Fees by their due date specified at the time of order or otherwise within 30 days of Docmosis’ invoice or notice.

**4.3. Taxes.** If the Licensee is required by law to make any deduction or withholding from any payment to Docmosis in respect of tax imposed upon Docmosis the Licensee 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 Licensee 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.

**4.4. Delivery.** Docmosis will deliver any applicable License Key to the email addresses specified when Docmosis has received payment of the applicable Fees. All deliveries under this Agreement will be electronic. For the avoidance of doubt, Licensee is responsible for installation of any Software and acknowledges that Docmosis has no further delivery obligation with respect to the Software after delivery of the License Key.

#### **5. Support and Updates**

**5.1. Support.** Docmosis offers Support to Licensee as described at <http://www.docmosis.com/support>. “Support” means technical support on the use of the Products as Licensee 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, installation of the Software and research of problems reported to Docmosis by Licensee. 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. Updates.** “Updates” means any generally released updates, patches, modifications, bug fixes for the Software.

**5.3. Licensee’s Cooperation.** Licensee 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 Licensee.

- 5.4. *Conversion Limitations.* Licensee 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. Licensee may need to modify or adapt a Template to ensure the final output document is as close as possible to the desired result.
- 5.5. *Covered Products.* Docmosis will provide Support for the most current version of the Products. Once a version has been made generally available, Licensee should convert to the latest version in order to ensure uninterrupted service and continued Support.
- 5.6. *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 Licensee.

## 6. Term and Termination

- 6.1. *Term.* The term of this Agreement commences on the day Licensee downloads or in any other way gains access to the Products. This Agreement will continue so long as Licensee has a valid License Key to the Software unless earlier terminated. Docmosis may suspend or terminate this Agreement, with respect to one or more of the Products, if Licensee fails to comply with the terms and conditions of this Agreement, including any failure to pay fees when due. Docmosis may terminate any free or evaluation usage at any time in its sole discretion.
- 6.2. *Termination.* Licensee 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](mailto:admin@docmosis.com). Termination will be effective 24 hours thereafter.
- 6.3. *Termination Conditions.* Immediately upon termination of any license or right granted under this Agreement Licensee's right to the Products will cease and Licensee must at its own cost: (a) cease using all the terminated Products; and (b) remove all copies of Software from its computer systems. Upon termination of this Agreement for whatever reason, Licensee will not be entitled to credits or refunds for any unused portion of this Agreement, including but not limited to unused Support or Updates.
- 6.4. *Survival.* **Sections 4.3, 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**

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- 8.2. Feedback.** "**Feedback**" means any feedback, comments, suggestions or materials (including, to the extent disclosed to Docmosis, any Licensee modifications) that Licensee may provide to Docmosis about or in connection with the Products, including any ideas, concepts, know-how or techniques contained therein. Licensee may provide Feedback in connection with Support and otherwise. Licensee 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. Licensee 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 Licensee'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 Licensee 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 SOFTWARE, CLIENT RESOURCES AND ANY UPDATES) 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

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## **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.*** Licensee 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 Licensee of this Agreement, (b) any Licensee Data, (c) any service or product offered by Licensee in connection with or related to a Product, (d) any representations or warranties made by Licensee 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 Licensee for such Software, depreciated on a three-year straight-line basis. 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. Licensee specifically understands and agrees that Docmosis disclaims all warranties and liability with respect to loss, loss of use or corruption of any Licensee Data (or other data Licensee 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. Licensee 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. Licensee agrees not to import or export, directly or indirectly, any Product to or from any country in violation of applicable laws.
- 11.5. *Government Licensees.* If the Licensee 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 Licensee as a customer in Product promotional material. Licensee may request that Docmosis cease identifying Licensee at any time by submitting an email to [admin@docmosis.com](mailto: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.* Licensee 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 Licensee. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

If you are an Enterprise customer and wish to discuss any of these terms, please contact [sales@docmosis.com](mailto:sales@docmosis.com).

For more information on Docmosis, please see: <https://www.docmosis.com/>

## Schedule 1

### Scope of Usage

The License Key is perpetual (never expires).

The License Key contains security features that allows the Software to self-validate the authenticity of the License Key. The Software does not need to “reach out” to Docmosis to validate the key.

The License Key is encoded with a date that will control which future Updates to the Software can be run using that License Key.

The License Key will restrict the number of converters than can be used by a single installation of the Software.

The License Key can be used to run the Software as follows:

- one Production environment, in any configuration, across multiple servers, provided the total number of converters running is less than or equal to the maximum number of converters allowed by the License Key.
- unlimited Development, Test, QA, UAT and other non-production environments for the purposes of backup, testing and internal development (“**Non-Production Purposes**”).
- to produce an unlimited number of documents.