

Docmosis - License Agreement

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2. of any claim by any person of any rights to any of the Products, services or intellectual property rights;
3. of any actual, suspected or anticipated infringement of the Products, services or intellectual property rights.

1. Introduction to Docmosis Products

“**Docmosis Products**” or “**Products**” means Software, License Keys, Access Keys, Cloud Services, and Beta Versions.

1.1. 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) related documentation, (b) updates to the Software, (c) any APIs or internet-based components of the Software provided by Docmosis and (d) any third party software embedded in or provided with Docmosis’ software.

- 1.2. *License Key.* “**License Key**” means a unique alphanumeric code used for activating the Software.
- 1.3. *Cloud Services.* “**Cloud Services**” means Docmosis online services and products including Docmosis Cloud that Licensee access via the Docmosis website or the internet.
- 1.4. *Access Key.* “**Access Key**” means a unique alphanumeric code used for accessing the Cloud Services programmatically.
- 1.5. *Derived Works.* “**Derived Works**” means works based upon or using the Products.
- 1.6. *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**”).
- 1.7. *Beta Versions.* Licensee understands that any pre-release and beta Products we make 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. We make no promises that all features of any Beta Versions will ever be made generally available.
- 1.8. *Templates.* “**Template**” means a document containing placeholders for any dynamic content.

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 use the Software (“**Software License**”). Software licenses are perpetual unless terminated pursuant to the terms of this Agreement.
- 2.2. *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.
- 2.3. *License Keys.* The Software requires a License Key in order to operate. The License Key may limit the capabilities of the Software and specify the scope of usage as described at <http://www.docmosis.com/licenses>. In such circumstances the Software must only be used in accordance with the scope of usage. For the avoidance of doubt, applications that have embedded Docmosis must only be deployed in accordance with the License Key used by the deployment. The License Key will be delivered as described in Section 5.4.
- 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.
- 2.5. *License Limitations.* Licensee may also use the License Key to activate a limited number of copies of the Software as is strictly necessary for the purposes of data protection, backup, testing and internal development (“**Non-Production Purposes**”).

3. Use of Docmosis Cloud Services

- 3.1. *Subscription Access Rights.* Subject to the payment of Fees and the terms and conditions of this Agreement Docmosis grants Licensee a non-exclusive right to access and use the Cloud Services during the applicable Subscription Term (“**Subscription Rights**”).

- 3.2. Trial Access Rights.** Subject to the terms and conditions of this Agreement Docmosis grants Licensee a non-exclusive, revocable right to access and use the Cloud Services during the Evaluation Period solely for the Licensee's internal business purpose of evaluating the Cloud Services ("**Trial Rights**"). At end of the Evaluation Period the Licensee's right to access and use the Cloud Services shall terminate and Licensee's Account will cease to function. Licensee agrees not to create more than one Account with Trial Rights. An Account with Trial Rights may have certain limitations imposed and the Evaluation Period may be terminated at any time.
- 3.3. Account.** To access and use the Cloud Services Licensee will require an account which can be created at <http://www.docmosis.com/account> ("**Account**"). The Account may limit Licensees use of the Cloud Services ("**Quota**") commensurate with the subscription fees paid ("**Plan**") as described at <http://www.docmosis.com/cloudservices> at the time of order.
- 3.4. Subscription Term and Renewals.** Licensee selects the initial subscription term, which may be a month, or other mutually agreed period, at the time of order ("**Initial Term**"). Once that Initial Term expires, Docmosis will charge Licensee's credit card or debit card within a reasonable time prior to the end of the then-current Subscription Term for the then-current Fees for the appropriate Plan. Licensee's subscription will automatically renew for successive terms of the same period unless Licensee or Docmosis notifies the other of non-renewal at least 5 business days prior to the upcoming expiration date. "**Subscription Term**" means the Initial Term and any renewal term(s).
- 3.5. Cancellation.** Docmosis may provide Licensee with a notice that includes instructions on how to cancel their subscription at the end of the current Subscription Term. Licensee may cancel their subscription at the end of the Subscription Term by following the instructions in the notice. Cancelling the subscription will stop recurring fees going forward, but will not retroactively refund current payments. Licensee will retain access to their paid-for Cloud Services until the end of the then-current Subscription Term.
- 3.6. Third Party Accounts.** Accounts can also be created by third party applications where permitted and previous arrangements with Docmosis have been made. These Accounts are subject to the terms of this Agreement irrespective of the terms of use agreed to by the end user of such application or service and the provider of the application or service. It is a condition of third parties providing Docmosis as a service by proxy that such third parties encompass the terms of this Agreement within their own terms of use in their entirety.
- 3.7. Fair Use.** Licensee agrees not to exceed any Quota assigned to them as part of any Account that they have ("**Fair Use**"). Docmosis will inform Licensee of any such behaviour that it deems to be unfair. Use of the Cloud Services must be in accordance with the relevant Docmosis documentation and policies.
- 3.8. Licensee Data.** Unless otherwise specified, Licensee retains ownership of any data, Templates or other content or information that Licensee provides through the Cloud Services ("**Licensee Data**"). Licensee 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). Licensee 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. Licensee represents and warrants to Docmosis that it has sufficient rights in the Licensee Data to grant the rights in this section and that the Licensee Data does not infringe the rights of any third party. Licensee agrees that Docmosis may, in its sole discretion, delete or remove any Licensee Data at any time and with or without notice.
- 3.9. Operational.** Licensee hereby grants Docmosis a non-exclusive, worldwide, royalty-free license to copy, distribute, perform, display, store, modify, and otherwise use Licensee Data in each case solely to the extent necessary to provide the applicable Cloud Services to Licensee.

- 3.10. Security.** Docmosis implements security procedures to help protect Licensee 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 Licensee Data lost, altered, intercepted, corrupted or stored.
- 3.11. Usage Information.** Docmosis may also 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 Licensee.
- 3.12. Return of Licensee Data.** After termination or expiration of a Subscription Term or this Agreement, unless it was for Licensee's breach, at Licensee's request, Docmosis will use reasonable efforts to make available the Licensee Data for download. If made available, Licensee must download the Licensee Data within 30 days of termination or expiration. After that, Docmosis may delete the Licensee 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.
- 3.13. Storage Limits.** Docmosis may create or modify maximum storage limits for the Cloud Services at any time, in its discretion, and Licensee acknowledges that it may not receive notices about these limits.

4. Licensee Obligations

- 4.1. 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 or through Licensee's account (for Cloud Services). Licensee will keep its usernames, passwords, License Keys and Access Keys confidential and will not share them with third parties. Licensee will immediately notify Docmosis of any unauthorized use of its License Key, Account, or Access Key. Licensee is responsible for all actions taken through its accounts.
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 - (g)** use any Products for commercial solicitation purposes or spam;
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5. Fees and Payments.

5.1. 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”).

5.2. 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. Subscription fees for Cloud Services will be charged as described in Section 3.4.

5.3. 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.

5.4. Delivery. Docmosis will deliver the applicable License Key (in the case of Software) or login instructions (in the case of Cloud Services) to the email addresses specified when we have 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.

6. Support and Updates

6.1. Docmosis offers Support and access to Software Updates to Licensee as described at <http://www.docmosis.com/support>.

6.2. “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.

6.3. “Updates” means any generally released updates, patches, modifications, bug fixes for the Software.

- 6.4. *Licensee's Responsibilities.* 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.
- 6.5. *Conversion Limitations.* Licensee understands and acknowledges that due to the complicated nature of transformations between different 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.
- 6.6. *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.
- 6.7. *Derived Works.* Docmosis will not provide Support for Derived Works or end users of Derived Works, Docmosis will only provide Support for the Products to Licensee.

7. Term and Termination

- 7.1. *Term.* The term of this Agreement commences on the day Licensee downloads or in any other way gain access to the Products. This Agreement will continue so long as Licensee has a valid License Key to the Software or an ongoing Subscription Term for the Cloud Services, unless earlier terminated. Docmosis may suspend or terminate this Agreement or Licensee's Account, 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 account or evaluation usage at any time in its sole discretion.
- 7.2. *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. Termination will be effective 24 hours thereafter.
- 7.3. *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.
- 7.4. *Survival.* Sections 3.12, 5.3, 7.3, 8, 10.2, 11.2, 11.3, 11.4 and 12.1 to 12.8 (inclusive) will survive expiration or termination.

8. Confidential Information

- 8.1. *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.
- 8.2. *Ownership.* All Confidential Information contained therein are and shall remain the exclusive property and trade secrets of the Disclosing Party.
- 8.3. *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).

8.4. 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.

8.5. 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.

9. Ownership and Feedback

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10. Warranties

10.1. 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.

10.2. 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, SOFTWARE 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 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.

11. Indemnification And Liability

- 11.1. 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.
- 11.2. 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.
- 11.3. 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 (a) such Software, depreciated on a three year straight line basis; or (b) such Cloud Service, in the last six months preceding the date on which the claim arose. LICENSEE ACKNOWLEDGES THAT DOCMOSIS' PRICING REFLECTS THIS ALLOCATION OF RISK.
- 11.4. 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

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11.5. *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.

12. General Terms

12.1. *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.

12.2. *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.

12.3. *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.

12.4. *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.

12.5. *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.

12.6. *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. Requests may take 30 days to process.

12.7. *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.

12.8. *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.

12.9. *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.

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