

Docmosis – Software License Agreement

This License Agreement (“**Agreement**”) is a binding legal document between Docmosis and Licensee.

“**Licensee**” 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 Licensee’s rights and responsibilities regarding Licensee’s use of the Products.

By installing, accessing or using the Products you agree that you have the authority to bind the Licensee to this Agreement, and that the 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 commence using a Trial License or Software License.

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. Licensee agrees to all of the modifications of this Agreement as it is posted or distributed at the most recent time Licensee downloads or accesses the Products or Updates.

Any license granted pursuant to this Agreement is granted only to the Licensee. All Products are licensed, not sold. Docmosis is the owner of the Products and of the intellectual property rights which relate to the Products. Docmosis reserves all rights not expressly granted to Licensee.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

- 1.1. “**Beta Versions**” means any pre-release or near final versions of the Software, Client Resources or Documentation released by Docmosis for testing and evaluation purposes, which may contain bugs, incomplete features, or other issues not present in the final, stable release.
- 1.2. “**Client Resources**” means any code samples, example software, example templates or SDK’s Docmosis provides in relation to the Products.
- 1.3. “**Confidential Information**” is defined in clause 7.1.
- 1.4. “**Documentation**” means our standard published guides and manuals for the Software.
- 1.5. “**Docmosis Technology**” is defined in clause 8.1.
- 1.6. “**Evaluation Period**” means 30 days, or such other period of time specified by Docmosis, to allow the Licensee time to evaluate the Products.
- 1.7. “**Feedback**” is defined in clause 8.2.
- 1.8. “**Fees**” means the Software License Fees and Support and Updates Fees.
- 1.9. “**Final Notice**” is defined in clause 4.6.(c).
- 1.10. “**License Key**” means a unique alphanumeric code used to activate the Software.
- 1.11. “**Licensee Users**” is defined in clause 10.4.

- 1.12. **“Licensee Works”** means works created by the Licensee that integrates with or uses the Software.
- 1.13. **“Notice of Overdue Payment”** is defined in clause 4.6.(a).
- 1.14. **“Payment Date”** is defined in clause 4.2.
- 1.15. **“Payment Default”** is defined in clause 4.6.
- 1.16. **“Products”** means Software, Documentation, Client Resources, License Keys, and Beta Versions.
- 1.17. **“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.
- 1.18. **“Software License”** means the license granted by Docmosis to the Licensee pursuant to clause 2.1.
- 1.19. **“Software License Fees”** means the license fees for the Products, the details of which are set out at <https://www.docmosis.com/pricing/>.
- 1.20. **“Scope of Usage”** means the scope of usage set out in Schedule 1.
- 1.21. **“Support”** means technical support on the use of the Products as Licensee may reasonably request concerning the functioning and use of the Software. 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.
- 1.22. **“Support and Update Fees”** means the fees for access to Support and Updates, the details are set out at <https://www.docmosis.com/pricing/>.
- 1.23. **“Template”** means a document containing placeholders, for any dynamic content, conforming to the Docmosis syntax.
- 1.24. **“Trial License”** is defined in clause 2.5.
- 1.25. **“Updates”** means any generally released updates, improvements, patches, modifications, bug fixes for the Software.
- 1.26. **“Written Payment Extension”** is defined in clause 4.3.

2. License to Use Docmosis Software

- 2.1. *Software License.* Subject to 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”**). This Software License includes the worldwide, non-exclusive, non-transferable, non-sub-licensable right, as part of the Licensee’s authorised use of the Products, to download, copy, modify and use the Client Resources. Software Licenses are perpetual unless terminated pursuant to the terms of this Agreement.
- 2.2. *License Keys.* The Software requires a License Key to activate and run. The License Key will be delivered in accordance with clause 4.5. From time to time, Docmosis may at its absolute discretion issue a temporary time-limited License Key, for example in circumstances where Docmosis provides an extension of time for payment as per clause 4.3. Docmosis shall have the absolute discretion to revoke any such temporary License Key during an Evaluation Period or Trial License.
- 2.3. *License Limitations.* The Software must only be used in accordance with the 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 integrate and 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 Trial License shall terminate.
- 2.6. *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. 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. If the Licensee has provided inaccurate, incomplete, or out of date information, it will notify Docmosis of the error as soon as is reasonably practicable after realising the mistake, and in any case within 14 days.
- 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 Licensee 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. For the avoidance of doubt this clause does not restrict Licensee's right to integrate and distribute as granted under 2.1;
 - (c) distribute the Products in any form that allows the Products to be reused by any application other than Licensee's Work;
 - (d) use the Products to develop Licensee 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) unless otherwise approved in writing by Docmosis, attempt to breach any security or authentication measures;
 - (f) publicly disseminate information regarding the performance of Products; or
 - (g) use the word "Docmosis" or any Docmosis trademarks or logos to endorse, describe or promote Licensee's Works without prior written permission from Docmosis. For written permission, please contact admin@docmosis.com.

4. License Fees and Payments.

- 4.1. Software License Fees.** In consideration of the Software License, Licensee must pay Docmosis the Software License Fees.
- 4.2. Payment Deadline.** Subject to clause 4.3, unless otherwise provided by Docmosis in writing, Licensee must pay all Fees within 30 days of an invoice or notice for payment issued by Docmosis ("**Payment Date**"). Subject to clause 4.3, the Licensee is not entitled to receive the License Key until such time as the Fees are paid in full.
- 4.3. Docmosis' Discretion.** Docmosis may at its absolute discretion provide an extension of time for payment which must be provided by Docmosis in writing prior to the Payment Date ("**Written Payment Extension**"). For the avoidance of doubt, all payments must be made in accordance with clause 4.2 unless Docmosis provides a Written Payment Extension.
- 4.4. 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.
- 4.5. 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.
- 4.6. Payment Default.** Subject to clause 4.7, if any Fees are not paid by the due date ("**Payment Default**"):
- (a) Docmosis will issue a notice that the Fees are overdue ("**Notice of Overdue Payment**");
 - (b) The unpaid Fees must be paid within 15 days of the Licensee receiving the Notice of Overdue Payment;
 - (c) If the Fees remain unpaid after the expiry of 15 days following the Notice of Overdue Payment, Docmosis will issue a final payment notice ("**Final Notice**").
 - (d) If the Fees are not paid within 5 days of the date of the Final Notice (or such other period as stated in the Final Notice), Docmosis may at its discretion take any one or combination of the following action:
 - (i) Cease performing any or all of its obligations under this Agreement until the outstanding Fees are paid in full;

- (ii) Take any other action available to it to recover payment of the Fees and enforce its rights under this Agreement.

4.7. Repeated Payment Default. Unless determined otherwise by Docmosis at its absolute discretion, the process for Payment Defaults set out at clause 4.6 may only be relied on by the Licensee in relation to its first Payment Default, and Docmosis is not obliged to provide a Notice of Overdue Payment or Final Notice in respect of any subsequent Payment Defaults. For the avoidance of doubt, in the case of any subsequent Payment Defaults, Docmosis may at its discretion take any one or combination of the actions set out in clauses 4.6.(d)(i) to 4.6.(d)(ii).

5. Support and Updates

5.1. Support and Updates. Unless this Agreement is otherwise terminated, Docmosis will provide Support to the Licensee for a period of 12 months from the date that payment is received for the Software License Fees ("**Initial Support Period**"). After the expiry of the Initial Support Period, the Licensee may, at its option, engage Docmosis to provide Support and Updates on an ongoing basis. If engaged to do so, Docmosis will provide Support and Updates to the Licensee in consideration of the Support and Update Fees. This clause 5 applies during any period that Docmosis is providing Support to the Licensee.

5.2. 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.

5.3. 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. 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.

5.5. Licensee Works. Docmosis will not provide Support for Licensee Works or to end users of Licensee 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 terminated earlier. Docmosis may suspend or terminate this Agreement 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. This Agreement may be terminated as follows:

(a) If the Licensee breaches the terms and conditions of this Agreement, then Docmosis may terminate this Agreement as follows:

(i) where the breach includes any failure to pay Fees when due, in accordance with clause 4.6; and

(ii) In all other cases, in circumstances where such breach remains unremedied for a period of 30 days after receiving written notice from Docmosis identifying the breach and requiring it to be remedied.

- (b) Docmosis may terminate this Agreement at any time during an Evaluation Period or Trial License at its sole discretion.
- (c) 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.

6.3. Termination Conditions. Immediately upon termination of this Agreement, the Software License will be terminated and the Licensee must:

- (a) At its own cost, cease using the Products;
- (b) At its own cost, remove all copies of Software from its computer systems; and
- (c) Pay any Fees that are accrued and/or outstanding as at the effective date of termination.

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. Clauses 3.3, 4.4, 4.6, 6.3, 7, 8.1, 8.3, 9.3, 10.2, 10.3, 10.4, 10.5, and 11.1 to 11.8 (inclusive), and any other clauses intended to survive termination, will survive expiry or termination of this Agreement.

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 Licensee 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 Licensee 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 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.
- 8.3.** For the avoidance of doubt:
- (a) no Feedback will be deemed Licensee’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 Licensee 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 Licensee that it:
- (a) has the right to grant the Software License to be used in accordance with the Scope of Usage as authorised under this Agreement, free and clear of all encumbrances.
 - (b) owns all right, title, and interest in the Software, 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 Licensee (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 Licensee 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 Licensee or from the execution or performance of this Agreement.

- 9.3.** THE PRODUCTS ARE MADE AVAILABLE TO THE LICENSEE ON AN “AS IS” BASIS. THE LICENSEE ACKNOWLEDGES THAT IT HAS HAD THE BENEFIT OF THE EVALUATION PERIOD TO TRIAL THE PRODUCTS AND DETERMINE WHETHER THE PRODUCTS ARE SUITABLE FOR THE LICENSEE’S PURPOSES AND IS THEREFORE ACCEPTING THE PRODUCTS ON AN “AS IS” BASIS. 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 Licensee’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.** *Conversion Limitations.* Licensee understands and acknowledges that due to the complicated nature of transformations between document formats, the Software may not necessarily provide an accurate or acceptable transformation from Template to final output document in all cases. Licensee 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 Licensee 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.* Licensee 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 Licensee 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 twelve months preceding the date on which the claim arose by Licensee to Docmosis pursuant to this Agreement.
- 10.4. Licensee's Users.** Where the Licensee makes the Products, including the License Key, available to its employees, agents, associates, officers, or otherwise ("**Licensee Users**"), it must ensure that such Licensee Users comply with this Agreement. The Licensee is liable for, and indemnifies Docmosis against, any damage caused by a Licensee 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. Licensee 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 Licensee data; 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. 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. 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.*** Licensee 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 Licensee. Any permitted assignee shall be bound by the terms and conditions of this Agreement.

Schedule 1

Scope of Usage

Subject to clause 2.1, the License Key is perpetual.

The License Key contains security features that allows the Software to self-validate the authenticity of the License 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 is used to access and operate 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 number specified in Schedule1.
- unlimited Development, Test, QA, UAT and other non-production environments for the purposes of backup, testing and internal development.
- to produce an unlimited number of documents.