

License Agreement

Docspro Software License Agreement

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY. THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND DOCSPRO THAT SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF DOCSPRO SOFTWARE. BY COPYING, INSTALLING, OR USING ALL OR ANY PORTION OF DOCSPRO SOFTWARE, YOU AS THE USER OF THE DOCSPRO SOFTWARE (HEREINAFTER "LICENSEE") ACCEPT ALL THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT. LICENSEE AGREES THAT THIS LICENSE AGREEMENT IS LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY LICENSEE. THIS LICENSE AGREEMENT APPLIES TO THE USE OF THE DOCSPRO SOFTWARE. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS LICENSE AGREEMENT, LICENSEE MAY NOT USE THE DOCSPRO SOFTWARE.

Licensee may have another written agreement directly with Docspro that supplements or supersedes all or portions of this License Agreement (hereinafter referred to as "LICENSE AGREEMENT"). All additional terms and conditions and general terms and conditions applicable to the agreement concluded between Docspro and Licensee regarding the same subject, also expressly apply to this LICENSE AGREEMENT. In case of conflict between the terms of this LICENSE AGREEMENT and such agreement, the relevant terms of the License Agreement will prevail.

The Docspro Software is LICENSED to Licensee, NOT SOLD, only in accordance with the terms of this LICENSE AGREEMENT. The terms of this LICENSE AGREEMENT also apply to all upgrades of the Docspro Software provided by Docspro in replacement of or in addition to the original Docspro Software, unless the relevant upgrade contains a separate license agreement, in which case the terms of that separate license agreement will apply in addition to this LICENSE AGREEMENT.

Use of some non-Docspro materials and services included in or accessed through the Software may be subject to additional terms and conditions. Notices about non-Docspro materials are available in the 'Third Party Licenses.txt' file accompanying the software.

1. **Definitions**

- 1.1. "Docspro" means Docspro B.V., a Canon Company, with its registered office at the Henry Dunantweg 42, 2402 NR Alphen a/d Rijn, The Netherlands, registered at the Dutch Chamber of Commerce with number 28082262 .
- 1.2. "Compatible Computer" means a Computer with the recommended operating system and hardware configuration as stated in the Documentation.
- 1.3. "Computer" means a virtual or physical device including without limitation desktop computers, laptops, tablets, mobile devices, telecommunication devices, Internet-connected devices, and hardware products capable of operating a wide variety of productivity, entertainment, or other software applications.
- 1.4. "Licensee" means the legal entity that obtained the Software and on whose behalf it is used; for example, and as applicable, your employer.
- 1.5. "Internal Network" means a private, proprietary network resource accessible only by employees and individual contractors (i.e., temporary employees) of a specific corporation or similar business entity, not including portions of the Internet or any other network community open to the public, such as membership or subscription driven groups, associations, and similar organizations.
- 1.6. "Output File" means an output file Licensee creates with the Docspro Software.
- 1.7. "Permitted Number" means one (1) unless otherwise indicated under a valid license (e.g., volume license) granted by Docspro.

- 1.8. "Docspiro Software" means (a) Docspiro's proprietary software products with which this LICENSE AGREEMENT is provided, including but not limited to: (i) all software files and other computer information; (ii) any proprietary scripting logic embedded within exported file formats or used in Docspiro Software; (ii) related explanatory written materials and files ("Documentation"); and (b) any modified versions and copies of, and upgrades, updates, and additions to, such information, provided to Licensee by Docspiro at any time, to the extent not provided under separate terms (collectively, "Updates").

2. **Software License**

2.1. License Grant

- 2.1.1. Subject to Licensee's continuous compliance with this LICENSE AGREEMENT and payment of the applicable license fees, Docspiro grants Licensee a non-exclusive and limited license to install and use the Docspiro Software (a) during the term of such license ("License Term"), (b) and on the Permitted Number of Licensee's Compatible Computers as specified in the Documentation, and (c) in a manner consistent with the terms of this LICENSE AGREEMENT and applicable Documentation. Upon the expiration or termination of the License Term, some or all of the Docspiro Software may cease to operate without prior notice. Upon expiration or termination of the License Term, all rights granted to Licensee hereunder will immediately cease and Licensee will (i) immediately discontinue all use of the Docspiro Software, and (ii) destroy all copies of the Docspiro Software. Termination of this LICENSE AGREEMENT for any reason will not excuse Licensee's obligation to pay in full any and all amounts due for the Docspiro Software, nor will termination result in a refund of any fees paid by Licensee for the Docspiro Software.

The License Term will commence as of the first to occur of the date of Licensee's acceptance of this LICENSE AGREEMENT or the date the Docspiro Software is made available to Licensee, and will continue until the termination of the licenses of the Docspiro Software or the expiration of the License Term, unless earlier terminated as provided below. Any other terms of this LICENSE AGREEMENT to the contrary notwithstanding, if Licensee licenses the Docspiro Software for a limited License Term, Licensee is required to pay all license fees for the entirety of such License Term and Licensee will not be excused from such payment notwithstanding Licensee's surrender or other or termination of such licenses during such License term.

Docspiro may terminate this LICENSE AGREEMENT (i) effective ten (10) days after written notice to Licensee in the event that Licensee fails to pay when due any fees for the use of the Docspiro Software, or (ii) effective thirty (30) days after written notice to Licensee in the event that Licensee breaches any other material provision of this LICENSE AGREEMENT and/or other agreement regarding the same subject between Parties, and Licensee does not cure such failure to pay or breach within such thirty (30) day period.

The terms and conditions in this LICENSE AGREEMENT that by their nature and context are intended to survive any termination of this LICENSE AGREEMENT, including, without limitation, Sections 3 (Intellectual Property), 8 (Limitation of Liability) and 10 (Audit) will survive such termination of this LICENSE AGREEMENT for any reason and will be fully enforceable thereafter.

- 2.1.2. **Subscription Edition.** For the Docspiro Software available on a subscription-basis ("Subscription Edition"), Licensee may install and use the Subscription Edition only on the Permitted Number of Compatible Computer during the License Term. Subject to the Permitted Number of Computers for the Subscription Edition, Docspiro may allow Licensee to install and use the most recent prior version of the Subscription Edition and the current version of the Subscription Edition on the same Computer during the License Term. Licensee agrees that Docspiro may

change the type of Docspro Software (such as specific components, versions, platforms, languages, etc.) included in the Subscription Edition at any time and shall not be liable to Licensee whatsoever for such change. Ongoing access to a Subscription Edition requires: (a) a recurring Internet connection to activate, renew, and validate the license, (b) Docspro or its authorized reseller's receipt of recurring subscription payments, and (c) Licensee's agreement to subscription terms, and (d) other additional terms and conditions that are available at the time of purchase. If Docspro does not receive the recurring subscription payment or cannot validate the license periodically, then the Docspro Software may become inactive without additional notice until Docspro receives the payment or validates the license.

- 2.1.3. Portable or home Computer use. Subject to the restrictions set forth in Section 2.1.4, the primary user of the Computer on which the Docspro Software is installed under Section 2.1 ("Primary User") may install a second copy of the Docspro Software for his or her exclusive use on either a portable Computer or a Computer located at his or her home, provided that installing such a copy is strictly necessary for the regular intended use of the Docspro Software in accordance with this LICENSE AGREEMENT.
- 2.1.4. Distribution from a Server. As permitted by the Documentation, Licensee may copy an image of the Docspro Software onto a Computer file server within Licensee's Internal Network ("Server") for the purpose of downloading and installing the Docspro Software onto Computers within the same Internal Network for use only as permitted by this Section 2.

2.2. Server use

- 2.2.1. As permitted in a separate purchasing document or in the Documentation and subject to the license restrictions stated in this LICENSE AGREEMENT, Licensee may install the Docspro Software on a Server only for the purpose of allowing an individual from a Computer within the same Internal Network ("Network User") to access and use the Docspro Software. The Network User who has access to such Docspro Software on the Server is referred to as "Server Software User". The total number of Server Software Users (not just the concurrent number of users) may not exceed the Permitted Number. By way of example, if Licensee has purchased 100 licenses of Docspro Software (and the Permitted Number is 100) and Licensee elects to install the Docspro Software on a Server, then Licensee can only allow up to a maximum of 100 Server Software Users the access to the Docspro Software (even though Licensee may have more than 100 Network Users or fewer than 100 concurrent users of the Docspro Software).
- 2.2.2. For clarification and without limitation, the foregoing does not permit Licensee to install or access (either directly or through commands, data, or instructions) the Docspro Software: (a) from or to a Computer not part of Licensee's Internal Network; (b) for enabling web hosted workgroups or web hosted services available to the public; (c) by any individual or entity to use, download, copy, or otherwise benefit from the functionality of the Docspro Software unless licensed to do so by Docspro; (d) as a component of a system, workflow or service accessible by more than the Permitted Number of users.
- 2.3. Documentation. Unless stated otherwise in the "ReadMe" files or Documentation Licensee is only entitled to reproduce the Documentation for internal use and Licensee may not display, modify, and distribute the Documentation. 2.6 Documentation copies. Licensee may make copies of the Documentation for its own internal use in connection with use of the Docspro Software in accordance with this LICENSE AGREEMENT, but no more than the amount reasonably necessary.

3. Intellectual property

- 3.1. Docspro will retain all rights, title, interest, including but not limited to all intellectual property rights and rights to trade secrets, in and to the Docspro Software and any copies that Licensee makes of the Docspro Software. The Docspro Software, including its logic and structure, organization, source and

object codes, constitute valuable trade secrets and confidential information of Docspiro. Except as expressly stated herein, this LICENSE AGREEMENT does not grant Licensee any intellectual property rights in the Docspiro Software. All rights not expressly granted are reserved by Docspiro. Licensee agrees to secure and protect the Docspiro Software with the same degree of care which Licensee employs to protect its own intellectual property and/or trade secrets of a similar nature, but in no event less than a reasonable standard of care.

- 3.2. With the license for the use of the Docspiro Software Licensee does not obtain any right, license or interest in or to any of Docspiro's trademarks.
- 3.3. If the Docspiro Software is, or in Docspiro's opinion might be, held to infringe any rights of a third party based upon a claim that the use of the Docspiro Software by Licensee infringes upon any patent, copyright or trade secret of a third party, Docspiro may, at its option (i) acquire the right for Licensee to continue to use the Docspiro Software upon the terms of this LICENSE AGREEMENT, (ii) modify the Docspiro Software to avoid or correct the infringement, or (iii) replace the Docspiro Software. If none of such alternatives are, in Docspiro's opinion, commercially reasonable, Licensee will stop the use of the specific Docspiro Software and return the infringing Docspiro Software to Docspiro and delete all copies, and Docspiro's sole maximum liability will be to refund the license fees Licensee paid to Docspiro during one contract year.
- 3.4. The foregoing notwithstanding, Docspiro will have no liability for any claim of infringement arising as a result of (i) the use of the Docspiro Software by Licensee in combination with any items not supplied by Docspiro, (ii) any modification of the Docspiro Software by Licensee or at Licensee's request, (iii) use of other than the latest Update of the Docspiro Software if use of the latest Update would avoid the infringement, (iv) use of the Docspiro Software outside the scope of the granted licenses, in violation of the terms of this LICENSE AGREEMENT or otherwise contrary to any use restrictions stated in the Documentation, or (v) any other act or omission by Licensee which is a breach by Licensee of any term of this LICENSE AGREEMENT.
- 3.5. Docspiro will have the sole right to control the defense of, and to settle or compromise, any claim of infringement concerning the Docspiro Software, and Docspiro's obligations are conditioned upon Licensee (i) giving Docspiro prompt written notice of any claim for which indemnity is sought, and (ii) fully cooperating in the defense or settlement of any such claim.
- 3.6. The foregoing states Docspiro's entire liability and Licensee's exclusive remedy concerning infringement of intellectual property rights, including but not limited to, patent, copyright and trade secret rights.

4. **Restrictions and Requirements.**

- 4.1. **Proprietary Notices.** Any permitted copy of the Docspiro Software (including without limitation Documentation) that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Docspiro Software.
- 4.2. **Use Obligations.** Licensee agrees that it will not use the Docspiro Software other than as permitted by this LICENSE AGREEMENT and that it will not use the Docspiro Software in a manner inconsistent with its design or Documentation.
- 4.3. **No Modifications.** Except as expressly permitted in Sections 2 or 16, Licensee may not modify, port, adapt, or translate the Docspiro Software.
- 4.4. **No Reverse Engineering.** Except as otherwise expressly permitted in Section 16.1, Licensee will not reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Docspiro Software.
- 4.5. **No Unbundling.** The Docspiro Software may include various applications and components, may support multiple platforms and languages, and may be provided to Licensee on multiple media or in multiple copies. Nonetheless, the Docspiro Software is designed and provided to Licensee as a single product to be used as a single product on Computers as permitted herein. Unless otherwise permitted in the Documentation, Licensee is not required to install all component parts of the

Docspiro Software, but Licensee may not unbundle the component parts of the Docspiro Software for use on different Computers.

- 4.6. LICENSEE WILL NOT RENT, LEASE, SELL, SUBLICENSE, ASSIGN, OR TRANSFER ITS RIGHTS IN THE DOCSPRO SOFTWARE (OR AUTHORIZE ANY PORTION OF THE DOSPRO SOFTWARE TO BE COPIED ONTO ANOTHER INDIVIDUAL OR LEGAL ENTITY'S COMPUTER EXCEPT AS MAY BE EXPRESSLY PERMITTED HEREIN.

5. **Updates**

If the Docspiro Software is an Update to a prior version of Docspiro Software (the "Prior Version"), then Licensee's use of this Update is conditional upon its retention of the Prior Version. Any obligations that Docspiro may have to support Prior Versions during the License Term may end upon the availability of this Update. No other use of the Update is permitted. Additional Updates may be licensed to Licensee by Docspiro with additional or different terms.

6. **Limited Warranty**

- 6.1. Except as otherwise stated in a separate agreement between Docspiro and Licensee, Docspiro warrants to Licensee that the Docspiro Software will perform substantially in accordance with the corresponding then-current Documentation for the shorter period of (a) the ninety (90) day period or (b) License Term following receipt of the Docspiro Software ("Warranty Period") when used on a Compatible Computer. Non-substantial variation of performance from the then-current Documentation does not establish a warranty right. This limited warranty does not apply to the following, which are made available AS-IS and without warranty from Docspiro: (i) patches; (ii) Pre-release Docspiro Software, trial, starter, evaluation, product sampler and Evaluation Docspiro Software; and (iii) any software made available by Docspiro for free.
- 6.2. All warranty claims must be made in writing to Docspiro (attn. management). within such Warranty Period. The entire liability of Docspiro and Licensee's sole and exclusive remedy under any warranty will be limited to either, at Docspiro's option, support of the Docspiro Software based on the warranty claim or replacement of the Docspiro Software.
- 6.3. This limited warranty is void if Licensee has modified or altered the Docspiro Software, installed, operated, repaired or maintained the Docspiro Software other than in accordance with the then-current Documentation, subjected the Docspiro Software to misuse, negligence, or accident, or cannot reasonably reproduce the error reported. Any replacement Docspiro Software will be warranted for the remainder of the original Warranty Period or thirty (30) days, whichever is longer.

7. **Disclaimer**

- 7.1. THE LIMITED WARRANTY IN SECTION 6 AND ANY STATUTORY WARRANTY AND REMEDY THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW ARE THE ONLY WARRANTIES AND EXCLUSIVE REMEDIES APPLICABLE TO THE DOCSPRO SOFTWARE. DOCSPRO DOES NOT WARRANT THAT THE DOCSPRO SOFTWARE WILL SATISFY LICENSEE'S REQUIREMENTS OR IS WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF THE DOCSPRO SOFTWARE WILL BE UNINTERRUPTED. LICENSEE SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION AND USE OF THE DOCSPRO SOFTWARE TO ACHIEVE ITS BUSINESS OBJECTIVES.
- 7.2. FOR THE AVOIDANCE OF DOUBT, THE DOCSPRO ANONYMIZER TOOL IS SOLELY DESIGNED AS A TOOL TO FACILITATE END USERS WITH ANONYMIZING DOCUMENTS. DOCSPRO DOES NOT WARRANT THAT THE DOCSPRO ANONYMIZER TOOL WILL AUTOMATICALLY PROVIDE FULLY ANONYMIZED DATA IN THE OUTPUT FILE, SINCE THE QUALITY AND RESULT OF THE OUTPUT FILE SOLELY DEPENDS ON ACTIONS PERFORMED BY THE END USERS OF THE TOOL.
- 7.3. DOCSPRO DOES NOT WARRANT OR ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

8. Limitation of Liability

8.1. EXCEPT FOR THE EXCLUSIVE REMEDY OFFERED BY DOCSPRO ABOVE AND ANY REMEDIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER LAW, DOCSPRO WILL NOT BE LIABLE TO LICENSEE FOR ANY LOSS, DAMAGES, CLAIMS, OR COSTS WHATSOEVER INCLUDING ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ANY LOST PROFITS OR LOST SAVINGS, ANY DAMAGES RESULTING FROM BUSINESS INTERRUPTION, PERSONAL INJURY OR FAILURE TO MEET ANY DUTY OF CARE, OR CLAIMS BY A THIRD PARTY, EVEN IF A DOCSPRO REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS, OR COSTS. IN ANY EVENT, DOCSPRO'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS LICENSE AGREEMENT WILL BE LIMITED TO THE SUBSCRIPTION FEES ACTUALLY PAID FOR THE SOFTWARE BY LICENSEE DURING ONE CONTRACT YEAR.

8.2. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION.

9. Export Rules.

9.1. Licensee will not export or re-export the Docspro Software, directly or indirectly, to any other end user.

10. Compliance with Licenses

10.1. Licensee agrees that, in addition to any license compliance checking performed by the Docspro Software, Docspro or its authorized representative have the right, no more than once every twelve (12) months during the term of this LICENSE AGREEMENT and once during the one (1) year period following the termination of this LICENSE AGREEMENT, upon seven (7) business days' prior notice to Licensee, to inspect Licensee's records, systems, and facilities to verify that its use of any and all Docspro Software is in conformity with its valid licenses from Docspro. For this purpose Docspro may enter upon Licensee's premises during regular business hours to audit Licensee's use of the Docspro Software and Licensee agrees to cooperate with Docspro's audit and provide reasonable assistance and access to Licensee's systems and information. Licensee shall provide Docspro with all records and information requested by Docspro in order to verify that its use of any and all Docspro Software is in conformity with its valid licenses from Docspro within thirty (30) days of Docspro's request.

10.2. If pursuant to any such audit, Docspro discovers any excess or unlicensed use of the Docspro Software, Licensee agrees to pay within thirty (30) days of written notification an amount equal to the sum of (a) the license fees which Docspro would have received for the additional licenses necessary to license such excess or unlicensed use of the Docspro Software at Docspro's then current list pricing, and (b) if Licensee's excess or unlicensed use of the Docspro Software exceeds 105% of the licensed use of the Docspro Software, all costs and expenses incurred by Docspro in conducting such audit. If Licensee fails to pay such amounts within thirty (30) days of being invoiced for such amounts by Docspro, Docspro may terminate this LICENSE AGREEMENT, Licensee's licenses of the Docspro Software, and any maintenance and support of the Docspro Software. Licensee will be responsible for any of Licensee's costs incurred in cooperating with any such audit.

11. Peer-to-Peer Communications

11.1. The Software may use Licensee's connection to a local area network, without additional notice, to automatically connect to other Docspro software and, in doing so, may indicate on the local area network that it is available for communication with other Docspro software. These connections may transmit the IP Address of Licensee's connection to the local network.

12. Specific Provisions and Exceptions

12.1. No modifications may be made to this LICENSE AGREEMENT except in writing, signed by both parties, and any terms in Licensee's purchase order or other

purchasing documents provided by Licensee which conflict with or are in addition to the terms of this LICENSE AGREEMENT will not operate to modify or amend the terms of this LICENSE AGREEMENT or other terms or pricing conditions provided in a quotation provided by DocspPro to Licensee.

- 12.2. **Force Majeure.** Neither party will be liable or deemed to be in default for any delay or failure in performance under this LICENSE AGREEMENT (except for payment obligations) resulting, directly or indirectly, from acts of God, civil or military authority, acts of the public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, the elements, strikes, labor disputes, epidemics or pandemics or government regulations as a result or any causes beyond its reasonable control; provided that the party failing to perform in any such event will promptly resume or remedy, as the case may be, the performance of its obligations hereunder as soon as practicable.
 - 12.3. **Construction of Agreement.** Each party acknowledges that it has had the opportunity to review this LICENSE AGREEMENT with legal counsel of its choice and agrees that in the event that this LICENSE AGREEMENT with Documentation or any other documents delivered in connection with the transactions contemplated by this LICENSE AGREEMENT contain any ambiguity, such ambiguity will not be construed or interpreted against the drafting party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this LICENSE AGREEMENT, which will be considered as a whole.
 - 12.4. **Personal Data; Consent to Process and Transfer.** Licensee agrees to comply with all applicable laws and regulations which may govern Licensee's use of the DocspPro Software, including, but not limited to, laws pertaining to the collection and use of personal data and to the transfer of data over state or other jurisdictional lines. Licensee acknowledges that by using DocspPro Software Licensee may process personal data and that only Licensee is the controller to such personal data. Only in case DocspPro operates as processor on behalf of Licensee (as defined in the GDPR) a data processing agreement will be signed between parties. Licensee agrees that DocspPro and its affiliates may collect and use information Licensee provides in relation to any support services performed with respect to the DocspPro Software and requested by Licensee. DocspPro agrees not to use this information in a form that personally identifies Licensee, except to the extent necessary to provide such services.
13. **General Provisions.**
 - 13.1. If any part of this LICENSE AGREEMENT is found void and unenforceable, it will not affect the validity of the balance of this LICENSE AGREEMENT, which will remain valid and enforceable according to its terms. This LICENSE AGREEMENT may only be modified in writing, signed by an authorized officer of DocspPro. The English version of this LICENSE AGREEMENT will be the version used when interpreting or construing this LICENSE AGREEMENT. This LICENSE AGREEMENT supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the DocspPro Software.
14. **Governing law**
 - 14.1. Dutch law will govern this LICENSE AGREEMENT. The parties mutually agree that the provisions of the Vienna Sales Convention shall not be applicable with respect to this LICENSE AGREEMENT. Any legal action brought concerning this LICENSE AGREEMENT or any dispute hereunder shall be brought only in the courts of the Rechtbank Midden Nederland, location Utrecht, the Netherlands.