License Agreement

ACCUSOFT CORPORATION

PRIZMDOC CELLS 'SHRINK-WRAP' LICENSE AGREEMENT

PLEASE READ THIS LICENSE AGREEMENT ("AGREEMENT") WHICH GOVERNS YOUR RIGHT TO USE OF PRIZMDOC CELLS ("PROGRAM"). YOU MUST ACCEPT THESE TERMS BEFORE YOU ARE PERMITTED TO INSTALL THE PROGRAM. YOU EXPRESSLY AGREE THAT YOU HAVE THE AUTHORITY TO CONTRACTUALLY BIND THE ORGANIZATION OR ENTITY YOU REPRESENT ("LICENSEE") TO BE BOUND BY THESE TERMS.

BY DOWNLOADING THE Program FROM Accusoft AND THEN CONTINUING WITH THE INSTALLATION AND USE OF PROGRAM, YOU AND LICENSEE AGREE TO BE BOUND BY THIS AGREEMENT. AND YOU EXPLICITLY CONFIRM THAT YOU ARE ACCEPTING OUR PRIVACY POLICY. IF YOU HAVE ANY QUESTIONS ABOUT THAT POLICY, PLEASE EMAIL privacy@accusoft.com.

1. **Background**. Accusoft Corporation, a Florida corporation, ("Accusoft") is the owner of all right, title, and interest in the software system known as PRIZMDOC CELLS ("PROGRAM") and consisting of an installed front-end component plus either an installed back-end component hosted by LICENSEE or back-end services known as Prizm Doc Hosted ("Service") hosted by Accusoft. LICENSEE desires to receive and use a copy of Program under the terms and conditions stated herein, for a commercial purpose under a Commercial License in Enterprise License Mode (Paragraph 2), Development License Mode (Paragraph 3) or, ISV License Mode (Paragraph 4). LICENSEE may also have entered into a separate license agreement with Accusoft. In that case, the terms of that separate license agreement shall govern only where different from this AGREEMENT.

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3. **Development Mode License**. A Development Mode license may be obtained through info@accusoft.com. LICENSEE's permitted use of Program under the Development Mode license is then governed by this Paragraph 3, replacing Paragraphs 2 and 4, and all other terms and Term are according to this Agreement. In that case, Accusoft grants to LICENSEE a limited, non-exclusive, non-assignable, non-transferrable license to install and use Program on any number of computers for 30 days from date the Development License is obtained and as may subsequently be extended by Accusoft on LICENSEE's request ("Term"). LICENSEE acknowledges that Program operating under a Development Mode license adds a watermark to each page of documents as they are viewed, printed, exported or emailed. LICENSEE agrees not to make any attempt to remove these watermarks and agrees not to attempt to modify the Program so it does not add these watermarks.

4. **ISV Mode License**. An ISV Mode license may be obtained through info@accusoft.com. LICENSEE's permitted use of Program under the ISV Mode license is then governed by this

Paragraph 4, replacing Paragraphs 2 and 3, and all other terms and Term are according to this Agreement. In that case, Accusoft grants to LICENSEE a limited, non-exclusive, non-assignable, non-transferrable license to install and use Program on any number of computers for one year from the date the ISV License is purchased and as may subsequently be extended by Accusoft on LICENSEE's request ("Term"). LICENSEE acknowledges that Program operating under an ISV Mode license contacts an Accusoft server to record the number of transactions occurring. LICENSEE agrees not to make any attempt to modify the Program so it does not contact an Accusoft server. LICENSEE may sublicense their ISV Mode license provided LICENSEE's sublicensee agrees to these terms.

5. **Error and Usage Reporting**. LICENSEE acknowledges that Program includes an Error and Usage Reporting mechanism that may automatically exchange error and usage information with an Accusoft server or servers over the Internet when a connection to the Internet is available.

6. **Ownership**. LICENSEE acknowledges and agrees that Accusoft owns all right, title and interest in the Program, in all forms, including without limitation any and all worldwide proprietary rights therein, including but not limited to trademarks, copyrights, patent rights, patent continuations, trade secrets and confidential information.

7. **LICENSEE Service Restrictions**
a. If LICENSEE's usage of Service exceeds their monthly transaction limit, LICENSEE agrees that Accusoft may charge LICENSEE an additional monthly fee for overage transactions at the same per transaction rate reached at their transaction limit.
b. LICENSEE agrees to indemnify and hold Accusoft harmless from any claim, action or proceeding arising in any way from LICENSEE's uploaded content or from LICENSEE's usage of uploaded content.
c. LICENSEE agrees to access or use Service solely via their licensed usage of Program.
d. LICENSEE agrees the Service account key allowing their licensed access to Service is Proprietary Information of Accusoft as defined below, that they are responsible for the security of Service account key, that they will only allow use of Service account key from their licensed usage of Program installed on their one allowed licensed host and that they will immediately notify Accusoft if they learn that their Service account key was used by any other party in any other way.
e. LICENSEE is prohibited from reverse-engineering or hacking Service including Service API's (Application Programming Interfaces).
f. LICENSEE is prohibited from removing or obscuring Accusoft or PRIZMDOC CELLS marks.
g. LICENSEE agrees they will access or use Service only during Term and LICENSEE agrees to discontinue all use of Service following Term and following termination of Agreement for any other reason.
h. Transactions purchased in a Transaction Bucket do not expire based on time, except Accusoft reserves the right with thirty days notice to cancel unused transactions in the case of zero activity for 180 days, or if older than one year, or immediately if Service account is closed or terminated per the terms of this Agreement.

8. **Accusoft Service Obligations** a. Accusoft will utilize its best efforts to ensure that Service is available to LICENSEE at all times.
b. All data communication between Program front-end and the Program Service back-end can be encrypted via HTTPS protocol.
c. Uploaded content, and cached converted content, is encrypted while it resides on the

Service host filesystem.
d. Accusoft will limit access to Service hosts to necessary Accusoft employees.

9. **Other Restrictions and Reservations**. All rights and licenses not expressly granted to LICENSEE are reserved to Accusoft. LICENSEE shall not disassemble, decompile, decrypt or reverse engineer (except reverse engineering for the purpose of debugging modifications made by LICENSEE to LGPL-licensed portions of the Program) the Program or in any manner attempt to discover or reproduce the source code or any other copyrightable aspect of the Program, or any portion thereof. With an Evaluation Mode Limited License:
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10. **Warranty Disclaimer**. LICENSEE ACKNOWLEDGES AND AGREES THAT THE PROGRAM IS PROVIDED "AS IS." ACCUSOFT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST INFRINGEMENT.

11. **Limitation of Liability**. ACCUSOFT SHALL HAVE NO LIABILITY TO LICENSEE, LICENSEE AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR PRODUCTS LIABILITY, FOR ANY CLAIM, LOSS OR DAMAGE, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOST DATA, LOST FILES, OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH USE OF OR INABILITY TO USE THE PROGRAM, OR THE PERFORMANCE OR OPERATION OF THE PROGRAM, EVEN IF ACCUSOFT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Indemnification by LICENSEE**. LICENSEE SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND ACCUSOFT FOR ANY LOSS, CLAIM, ACTION OR PROCEEDING THAT ARISES OR RESULTS FROM ANY ACTIONS OR OMISSIONS OF LICENSEE PERTAINING TO THE PRODUCT OR FROM LICENSEE USAGE OF PROGRAM NOT PERMITTED BY THIS AGREEMENT.

13. **Termination**. This Agreement and the limited license shall expire at midnight on the last day of the Term. This Agreement shall also terminate immediately upon LICENSEE'S breach of any provision of this Agreement. Upon expiration or termination of the Term or any other termination, LICENSEE shall have no license or rights whatsoever in or regarding the Program, shall immediately cease to use the Program, and shall uninstall the Program from LICENSEE's and any other computers, and shall destroy all copies of the Program, unless

LICENSEE has entered into a separate Accusoft license agreement for the Program signed by an authorized representative of Accusoft. In the event of any termination for any reason all sections of this Agreement survive except Paragraphs 2, 3, and 4.

14. **Confidentiality**. LICENSEE acknowledges that the Program contains Accusoft know-how, confidential and trade secret information ("Proprietary Information"). LICENSEE agrees: (a) to hold the Proprietary Information in the strictest confidence, (b) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the Proprietary Information to any third party, (c) not to make use of the Proprietary Information other than for usage of Program as permitted by this Agreement and (d) to disclose the Proprietary Information only to LICENSEE's representatives requiring such material for effective performance of this Agreement and who have undertaken an obligation of confidentiality and limitation of use consistent with this Agreement. This obligation shall continue as long as allowed under applicable law.

15. **Injunctive Relief**. LICENSEE agrees that any violation or threat of violation of this Agreement will result in irreparable harm to Accusoft for which damages would be an inadequate remedy. Therefore, in addition to its rights and remedies available at law (including but not limited to the recovery of damages for breach of this Agreement), Accusoft shall be entitled to immediate injunctive relief to prevent any violation of Accusoft's copyright, trademark, trade secret rights regarding the Program, or any violation of this Agreement, including, but not limited to, unauthorized use, copying, distribution or disclosure of or regarding the Program, as well as any other equitable relief as the court may deem proper under the circumstances.

16. **Liquidated Damages**. In the event LICENSEE other than as granted by this Agreement and other than granted by a separate Accusoft license agreement for Program (a) copies the Program, (b) uses the Program for any reason other than the Purpose, (c) installs or uses the program on more than a single computer or (d) otherwise violates or breaches this Agreement or separate Accusoft license agreement for Program, LICENSEE agrees that Accusoft is entitled to obtain as liquidated damages and not as a penalty the then current published quantity one list price for each unlicensed copy of Program distributed, copied or installed other than as granted by this Agreement or other Accusoft license agreement for Program. THE LICENSEE EXPRESSLY AGREES THAT THE FOREGOING LIQUIDATED DAMAGES ARE NOT A PENALTY.

17. **No Reduced Pricing**. In any determination of Accusoft's damages (whether liquidated damages or actual damages), or any determination of any licensing fees or royalties due Accusoft under this Agreement due to a breach by LICENSEE hereunder, LICENSEE shall not be entitled to any discounts (volume or otherwise) or reduced licensing fees or royalties. Further, LICENSEE agrees that it shall not be entitled to reduced licensing fees or royalties when determining Accusoft's damages due to any undertaking or activity by LICENSEE regarding the Program outside of or exceeding the scope of permission or Purpose of this Agreement, or LICENSEE's actions otherwise in violation of this Agreement, other than as may be granted by a separate Accusoft license agreement for Program.

18. **Attorneys' Fees and Costs**. In the event of any lawsuit or other proceeding brought as a result of any actual or alleged breach of this Agreement, to enforce any provisions of this Agreement, or to enforce any intellectual property or other rights in or pertaining to the

Program, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs, including the costs of any expert witnesses, incurred at all levels of proceedings.

19. **Governing Law**. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of Florida, without regard to any conflicts of laws rules. Any action related to or arising out of this Agreement will be brought solely in the state court sitting in Hillsborough County, Florida or in the federal courts in the Middle District of Florida, Tampa Division, and LICENSEE consents to the exclusive jurisdiction and venue of said courts.

20. **Severability**. If any provision of this Agreement is determined to be invalid by any court of final jurisdiction, then it shall be omitted and the remainder of the Agreement shall continue to be binding and enforceable. In addition, the Court is hereby authorized to enforce any provision of the Agreement that the Court otherwise deems unenforceable, to whatever lesser extent the Court deems reasonable and appropriate, rather than invalidating the entire provision. Without limiting the generality of the foregoing, LICENSEE expressly agrees that should LICENSEE be found to have breached the Agreement, under no circumstances shall LICENSEE be entitled to any volume or other discount, or reduced licensing fee or royalty in the determination of Accusoft's damages, or otherwise in the determination of any licensing fee or royalty owed to Accusoft.

21. **Government Rights**. The Program and accompanying documentation have been developed at private expense and are sold commercially. They are provided under any U.S. government contracts or subcontracts with the most restricted and the most limited rights permitted by law and regulation. Whenever so permitted, the government and any intermediaries will obtain only those rights specified in Accusoft's standard commercial license. Thus, the Program referenced herein, and the documentation provided by Accusoft hereunder, which are provided to any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations. Manufacturer is Accusoft Corporation, 4001 N. Riverside Drive Tampa, FL 33603.

22. **Entire Agreement**. This Agreement represents the entire understanding of the parties concerning the subject matter hereof and supersedes all prior communications and agreements, whether oral or written, relating to the subject matter of this Agreement. Only a writing signed by the parties may modify this Agreement. In the event of any modification in writing, of this Agreement, including an expanded Accusoft license agreement for Program, all unmodified, non-conflicting sections of this Agreement survive.

23. **Contact Us**. Should you have any questions concerning this Agreement, or if you need to modify this Agreement, or if you have an Evaluation Mode Limited License and you need to use Program for a different purpose than Purpose such as a commercial purpose, or if you desire to contact Accusoft for any other question or reason, please contact Accusoft at 1-813-875-7575 or at info@accusoft.com.

24. **Third Party Notices**. See THIRD-PARTY.md in the root of the docker image.

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