

License Agreement (EULA)

ACCUSOFT CORPORATION

PRIZMDOC EDITOR 'SHRINK-WRAP' LICENSE AGREEMENT

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- 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.
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- 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.

7. 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.

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11. 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.

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13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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

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21. 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.

22. Contact Us. Should you have any questions concerning this Agreement, or if you need to modify this Agreement, 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.

23. Third Party Notices. See THIRD-PARTY.md in the root of the Docker image.

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