

EzeScan Licence Agreement

This Licence is either a:

- A. Standalone Named Perpetual Licence **, or
- B. Concurrent Annual Licence **, or
- C. Monthly Subscription Licence**, or
- D. Evaluation and Trial Licence **.

** N.B. The Customer acknowledges and agrees that unless the Customer has specifically purchased an EzeScan Standalone Named Perpetual Licence or Concurrent Annual Licence or a Subscription Licence **from Outback Imaging or an authorised EzeScan Distributor/Reseller**, then this licence shall be deemed to be an Evaluation and Trial Licence.

IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE INSTALLING THIS SOFTWARE:

This licence agreement (**Licence**) is a legal agreement between you (the "**Customer**" or "**you**") and Outback Imaging UK Limited with registered number 07242263 and whose registered office is 10 John Street, London WC1N 2EB ("**Outback Imaging**") for this EzeScan software product (the "**Software**"), which includes computer software, the data supplied with it, the associated media, printed materials and electronic documentation (the "**Documentation**").

By installing, downloading, copying, accessing, clicking on an "accept" button, or otherwise using this software package you agree to be bound by the terms of this agreement. If you do not agree to be bound by the terms of this agreement, outback imaging are unwilling to licence the software to you and you must return the medium on which the software is stored together with all accompanying documentation to your place of purchase within thirty days of purchase, together with proof of purchase for a full refund.

A - Grant and Basis of Licence - Standalone Named Perpetual:

1. In consideration of the Customer agreeing to abide by the terms of this Licence, Outback Imaging grants the Customer a non-exclusive, non-transferable **Standalone Named Perpetual Licence** to the Software and Documentation, subject to the terms of this Licence.
2. The Customer acknowledges that for full functionality it is recommended that the Customer enters into and continues to subscribe to an **Annual Software Maintenance agreement ("ASM")** with Outback Imaging.
3. In the event that the Customer does not enter into or renew an ASM with Outback Imaging, it is acknowledged that the Customer will not be entitled to upgrades and modifications to the Software from time to time nor the support and assistance regarding the use and functionality of the Software which may result in the Software becoming obsolete or incompatible with future applications.
4. **IT IS RECOMMENDED THAT THE CUSTOMER MAINTAIN A CURRENT ASM WITH OUTBACK IMAGING.**

B - Grant and Basis of Licence – Concurrent Annual

1. In consideration of the Customer agreeing to abide by the terms of this Licence, Outback Imaging grants the Customer a non-exclusive, non-transferable **Concurrent Annual Licence (“CAL”)** to the Software and Documentation, subject to the terms of this Licence.
2. This Software may be installed concurrently on up to three (3) separate Personal Computers (“PCs”) however only one such PC may be used at any given time.
3. It is a condition of this CAL that the Customer has a current **Annual Software Maintenance agreement (“ASM”)** with Outback Imaging and all monies payable with respect thereto are paid up to date.
4. This CAL shall be for an initial term of 12 calendar months from the date of purchase and will renew annually upon payment of the then current fee for an ASM with Outback Imaging.
5. This CAL shall lapse if the ASM is not renewed or paid for and the Customer shall thereupon cease using the Software.
6. Failure to renew the ASM and the resultant lapse of this CAL shall entitle Outback Imaging at its option to unilaterally terminate use of the Software and to uninstall it from all relevant PCs.

C – MONTHLY SUBSCRIPTION LICENCES

1. In consideration of the monthly fees, Outback Imaging grants the Customer a non-exclusive, non-transferable Monthly Subscription Licence (“MSL”) to the Licensed Product enclosed, subject to the terms of this Agreement.
2. This Licensed Product may be installed onto the number of separate Personal Computers (“PCs”) specified in the Order. However, if the Order is unclear or silent, this defaults to one (1) PC only.
3. As part of this MSL, the Customer or its End User (if applicable) is granted access to the services listed in Outback Imaging’s current Annual Software Maintenance Agreement (“ASM”). The monthly fees payable for this MSL is inclusive of the services listed in Outback Imaging’s current ASM and the Customer is not required to enter into a separate ASM in order for it and its End User (if applicable) to access such services.
4. This MSL shall be for the term specified in the Order and shall be operable from the commencement of the term until the last day of the term, subject to non-payment of the monthly fees.
5. This MSL shall terminate with immediate effect if the monthly fees are not paid.
6. Failure to cease using the Licensed Product shall be a breach of this Licence Agreement and Outback Imaging shall suffer damages agreed at the then current rate per month for a Licensed Product MSL.
7. At the end of the term, this MSL shall terminate and the Licensed Product will cease to operate.
8. On termination or at the end of the term, the Customer’s or its End User’s (if applicable) access to the services listed in Outback Imaging’s ASM will also cease.
9. On termination or at the end of the term, Outback Imaging may remove, by any means available, the Licensed Product from the Customer’s or its End User’s (if applicable) hardware and the Customer grants Outback Imaging the right to enter and attend at any location, both physically and electronically, by employees or contractors, where the Licensed Product is installed for the purpose of facilitating its removal. If there is an End User, the Customer must require the End User to grant Outback Imaging the right to enter and attend at any location, both physically and electronically, by employees or contractors, where the Licensed Product is installed for the purpose of facilitating its removal.
10. Provided that the Customer is a reseller disclosed to and authorised by Outback Imaging per the Order, Outback Imaging grants the Customer the right to grant a sub-licence of this MSL to the Customer’s client (“End User”) on the same terms and conditions as this MSL. The Customer agrees that it is responsible for collecting its monthly sub-licence fees from its End User and paying those fees promptly to Outback Imaging. The Customer is solely responsible for payment of the monthly fees under this MSL to Outback Imaging directly.

D - Grant and Basis of Licence - Evaluation and Trial Licences

1. In consideration of the Customer agreeing to abide by the terms of this Licence, Outback Imaging grants the Customer a non-exclusive, non-transferable licence to the Software and Documentation on an evaluation or trial basis, subject to the terms of this Licence.
2. Evaluation or Trial Licences are provided by Outback Imaging solely for short term evaluation of the Software and Documentation and these Licences remain solely the property of Outback Imaging and not the Customer.
3. The License to use expires on the date specified at the time of supply however if no time is specified it shall expire 30 days after supply.
4. On expiry of this Licence, Outback Imaging may remove, by any means available, the Software from the Licensee's hardware and the Customer grants Outback Imaging the right to enter and attend at any location both, physically and electronically, by employees or contractors, where the Software is installed for the purpose of facilitating its removal.
5. All other terms of this Licence shall apply in so far as they are capable of applying in the limited context of its terms.

E - GENERAL TERMS APPLICABLE TO ALL LICENCES

1. **Suitability:** Outback Imaging makes no representation as to the suitability of the Software for the Customer's needs, nor does it accept any responsibility for the accuracy, quality or type of output produced by the Customer using this Software. The Customer is responsible for selection of the Software as suitable for its need. Licensing is on the basis of the number of users ordered on the applicable Outback Imaging Software Order form. Licences purchased as named workstation licences are not transferable to other named workstations. Licensing is valid only when the Customer's monies requested by Outback Imaging have been deposited as cleared funds in Outback Imaging's nominated bank account. Evaluation or Trial licences are provided by Outback Imaging solely for short term evaluation of the Software and these licences remain solely the property of Outback Imaging and not the Customer.
2. **Scope of Licence:** The Customer may:
 - (a) download, install and use the Software for its internal business purposes only (as agreed between the parties);
 - (b) transfer the Software from one computer to another provided it is used on only one computer at any one time;
 - (c) make up to one copy of the Software for back-up purposes only, subject to compliance with the undertakings set out in clause 3(a) below; and
 - (d) use any Documentation in support of the use of the Software and make up to three copies of the Documentation as are reasonably necessary for its lawful use.
3. **Customer's undertakings:** Except as expressly set out in this Licence or as permitted by any local law, you undertake:
 - (a) not to distribute the Software and the Documentation or any part of it to any third party;
 - (b) not to copy the Software or Documentation except where such copying is incidental to normal use of the Software or where it is necessary for the purpose of back-up or operational security;
 - (c) not to rent, lease, sub-licence, loan, translate, merge, adapt, vary or modify the Software or Documentation;
 - (d) not to make alterations to, or modifications of, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other programs;
 - (e) not to disassemble, decompile, reverse engineer or create derivative works based on the whole, or any part, of the Software nor attempt to do any such things except to the extent

that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the Software with another software program, and provided that the information obtained by you during such activities:

- i. is used only for the purpose of achieving inter-operability of the Software with another software program; and
 - ii. is not unnecessarily disclosed or communicated to any third party without the Licensor's prior written consent; and
 - iii. is not used to create any software which is substantially similar to the Software;
- (f) to ensure that the Software is installed on designated and suitable equipment for use by only the number of users as stated on the applicable Outback Imaging Software Order form;
- (g) to ensure that the Software is only used with suitable ancillary equipment, including but not limited to scanning equipment on the appropriate settings for your needs;
- (h) to keep all copies of the Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;
- (i) to supervise and control use of the Software and ensure that your employees and representatives use the Software in accordance with the terms of this Licence;
- (j) to include the copyright notice of the Licensor on all entire and partial copies you make of the Software or Documentation on any medium; and
- (k) to ensure that the Software is at all times protected from access, use or misuse and damage and destruction by any person not authorised by either Outback Imaging or the Customer and the Customer will notify Outback Imaging immediately if it becomes aware of any unauthorised use of the Licensed Program.

4. Intellectual Property Rights: The Customer hereby acknowledges that all copyright including any copyright embodied in the Software source code, trade secret, patents, any trade mark rights including the words "ezescan", the "ezescan" logo or in the words "transforming paper into knowledge", moral rights, including the right to apply, prosecute and obtain patent protection over any patentable subject matter, or any other intellectual property rights in or attributable to the Software and the Documentation, in each case whether registered or unregistered ("**Intellectual Property Rights**"), are the property of Outback Imaging IP Pty Ltd, (a private limited company registered in Australia with Australian Company Number 120 605 389, who as at the date of this agreement is a member of Outback Imaging's Group (as defined in section 1161 Companies Act 2006), under license to Outback Imaging and no right or title in the Software or Documentation is transferred to the Customer other than the right to use them in accordance with this Licence. The Customer is to retain the copyright notice and other legends on all copies, both full and partial, of the Software and the Documentation. The Customer acknowledges that it has no right to have access to the Software in source code form or in unlocked coding or with comments.

5. Throughput Quota: If specified on the Order or on the Outback Imaging invoice, the Licensed Product may be subject to a restriction on for the number of documents per month or number of documents per year that the Program can process ('Throughput Quota' per 'Quota Time Period'). When a Throughput Quota is exceeded within its Quota Time Period, the Program is rendered inoperable until the Customer either:

- (a) purchases a higher Throughput Quota for the inoperable License and that updated Licence is installed onto the inoperable PC; or
- (b) waits for the balance of the Quota Time Period to lapse then for the Throughput Quota to restart for the following Quota Time Period.

If not specified on the Order or on the Outback Imaging invoice, no Throughput Quota restrictions apply.

6. **Third-Party APIs:** The Software licenced utilises API Integration to connect third-party products. The use of third-party products is in the customer's sole discretion and Outback Imaging does not warrant or guarantee support for such third-party products. Customers must acknowledge and agree that Outback Imaging does not have control over the functionality, performance and ability of third-party APIs and any claims for redress presented by the customer due, among other things, to intellectual property infringements, defects, delays, damages or any other consequences arising from the use or implementation of the third-party product is the responsibility of such third-party provider and not Outback Imaging and shall, as such be governed by such third-party term. Outback Imaging shall in no event and in no respect be liable for defects, delays, or damages, whether direct, indirect or consequential caused by third-party products.

Customers are solely responsible to oversee and validate the input and output of data associated with third-party products, as well as to perform data backups for those products. Additionally, customers bear full responsibility for maintaining the required operating environment for third-party products. Customers are required to acknowledge that Outback Imaging is not involved in the processing of payment transactions related to third-party products, nor does it store or handle payment card data. Any fees collected by a payment provider in relation to a third-party product are independent of Outback Imaging and do not affect or diminish the customers' responsibility to fulfil their payment obligations.

7. **Warranty:** Outback Imaging warrants that the Software as supplied by Outback Imaging complies with its published specifications and is free from defects for 90 days from the commencement of this Licence. Outback Imaging will undertake to use all reasonable efforts to correct any defects advised to it by the Customer during this period. In the event that such defects cannot be rectified within the 90 day period, Outback Imaging will replace the Software free of charge. Support and other services after expiration of the warranty period are provided under the provisions of Outback Imaging's ASM.
8. You acknowledge that the Software has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Software as described in the Documentation meet your requirements. You acknowledge that it is your responsibility to ensure that your PCs and other ancillary equipment, including but not limited to your scanning equipment, meet suitable standards and are set to appropriate settings for your needs. You acknowledge that the Software may not be free of errors or bugs and you agree that the existence of any minor errors shall not constitute a breach of this Licence.
9. **Special conditions "Critical Applications":**
- (a) For the purpose of this Agreement "Critical Applications" are defined as meaning life-support systems, medical applications, connections to medical devices, commercial transportation, nuclear or energy facilities or systems or any other applications where product failure could lead to injury to persons or loss of life or catastrophic property damage.
 - (b) The Licensed Product is not specifically designed as being suitable for Critical Applications and is not held out as being suitable in such applications.
 - (c) Customers who use the Licensed Product for Critical Applications do so at their own risk and after their own independent evaluation of the Licensed Product, and Outback Imaging will not be liable for the consequences of such use.
10. **Disclaimer:** To the maximum extent permitted by law, Outback Imaging disclaims all further or other warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

11. **Export Control:** The Software licenced hereby may be subject to export control legislation in certain countries. The Customer shall not export or re-export the Software from the country in which the Licence is granted in contravention of any such export control legislation applying at the time.
12. **Limitation of Liability:** Outback Imaging's entire liability to the Customer and the Customer's sole remedy under this Licence shall be, at Outback Imaging's sole discretion, to either refund the price paid by the Customer for the Software, or to repair or replace the Software if it does not meet Outback Imaging's warranty and which is returned to Outback Imaging with a copy of the Customer's receipt. Outback Imaging's maximum aggregate liability to the Customer under or in connection with this Licence shall in all circumstances be limited to the price paid by the Customer for the Software.
13. For the avoidance of doubt, the Customer shall remain fully liable for image quality and all results achieved from use of the Software, and Outback Imaging shall not be liable for missing information or poor results achieved from the Customer's use of the Software, due to faults or incorrect settings on the Customer's PCs or other ancillary equipment (including but not limited to any scanning equipment).
14. **No Liability for Damages:** In no event shall Outback Imaging or its licensors or its suppliers be liable for any consequential, incidental, direct, indirect, special, punitive or other damages whatsoever (including but not limited to damages for loss of business profits or contracts, loss of business information, loss of goodwill, loss of data, business interruption, or any other pecuniary loss) arising out of the Customer's use of or inability to use the Software, even if Outback Imaging has been advised of the possibility of such damages. Nothing in this Licence shall limit Outback Imaging's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation.
15. **Term of Agreement:** This Licence is accepted by the Customer on removing the CD from its package, or by installing the software from the media provided. The Customer may terminate this Licence without notice. Outback Imaging may terminate this Licence by notice in writing to the Customer should the Customer be in default under the terms of this Licence and fails to rectify that default within 30 days of receiving written notice from Outback Imaging, or in the event that the breach is incapable of remedy this Licence may be terminated forthwith by written notice.
16. **Effect of Termination:** On termination, all rights granted to the Customer under this Licence shall cease and the Customer must cease all use of the Software. The Customer agrees to immediately delete or remove the Software from all computer equipment in its possession and immediately destroy or return to Outback Imaging (at Outback Imaging's option) all copies of the Software then in its possession, custody or control and, in the case of destruction, certify to Outback Imaging that it has done so.
17. **Assignment:** This Licence is binding on you and Outback Imaging and on our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without obtaining Outback Imaging's prior written consent. Outback Imaging may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of its rights or obligations arising under it, at any time during the term of the Licence.
18. **Waiver:** If Outback Imaging fails, at any time during the term of this Licence, to insist upon strict performance of any of the Customer's obligations under this Licence, or if Outback Imaging fails to exercise any of the rights or remedies to which it is entitled under this Licence, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations. A waiver by Outback Imaging of any default shall not constitute a waiver of any subsequent default. No waiver by Outback Imaging of any of the terms of this Licence shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

- 14. **Severability:** If any of the terms of this Licence are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.
- 15. **Entire Agreement:** This Licence and any document expressly referred to in it constitute the whole agreement between the parties and supersedes any previous arrangement, understanding or agreement between the parties, relating to the licensing of the Software and Documentation. Outback Imaging and the Customer each acknowledge that, in entering into this Licence (and the documents referred to in it), neither of them relies on any statement, representation, assurance or warranty (“**Representation**”) of any person (whether a party to this Licence or not) other than as expressly set out in this Licence or those documents. Each of them agrees that the only rights and remedies available to them arising out of or in connection with a Representation shall be for breach of contract as provided in this Licence. Nothing in this clause shall limit or exclude any liability for fraud.
- 16. **Applicable Law:** This Licence, its subject matter or its formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English courts.

Signed: (By an authorised representative of the Customer)

Full Name:

Company Name:

Company Address:.....

Dated:

Signed: (By a person authorised by Outback Imaging)

Full Name:

Dated: