END USER LICENCE AGREEMENT – DOCBUSTER®

DocBuster Limited ("Company") licences this software.

IMPORTANT-READ CAREFULLY: This End User Licence Agreement ("Agreement") is a legal agreement between you ("Recipient") (either an individual or a single entity) and Company for the Software that accompanies this Agreement, ("Software"). This Agreement applies to DocBuster® software, including any associated software programs or modules thereof. YOU AGREE TO BE BOUND BY THE TERMS OF THIS Agreement BY INSTALLING, COPYING, OR USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

If you have executed a separate license agreement with the Company for this Software, the terms of that separately executed agreement will supersede this Agreement.

1   Definitions and interpretation
1.1   In this Agreement (except where the context otherwise requires) the following words and phrases shall have the following meanings:
         "**Activation Date**" means the date on which Company provides the Recipient with a Licence Key under clause 3.4;
         "**Control**" the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of the company, and the expression **Change of Control** shall be construed accordingly;
         "**Confidential Information**" means the Software, the Licence Key and any information which is designated by the party disclosing it to be confidential;
         "**Documentation**" means any instruction manuals and other information associated with the Software which may be supplied by the Company to the Recipient, whether in electronic form or otherwise;
         "**Licence**" means the licence granted under clause 3;
         "**Licence Fee**" means the sum paid for the licence (exclusive of VAT and any other applicable sales tax);
         "**Licence Key**" means a series of digits which is required to activate and access the Software;
         "**Open Source Software**" means the software identified in Schedule 1;
         "**Software**" means DocBuster® in object code form;
         "**Software Order**" means the document requesting the number of Licence units, Term and Licence Fee associated with the Software;
         "**Support Services**" means the services described in clause 4.1 and
         "**System**" means the Recipient's computer system;
         "**Term**", means the life span of the purchased Licence as specified in the Software Order;
         "**Third Party Software**" means any commercially licensed software incorporated or distributed with the Software [some of which are] identified in Schedule 2;
         "**Third Party Additional Terms**" means the additional terms and conditions set out in Schedule 2 relating to the Third Party Software;
         "**Trial Licence**" means the licence made available for the purposes of evaluating the Software in clause 2;
         "**Trial Period**" means the [30 day] period during which the Company makes available the Software to the Recipient for the purposes of evaluating the Software;
         "**Working Hours**" means 9am to 5:30pm UK time Monday to Friday excluding public holidays in the UK.

2   Trial Period
2.1   The Company hereby grants the Recipient a non-transferable, non-exclusive Trial Licence to use the Software on the System during the Trial Period solely for the purposes of evaluating the Software. The Recipient acknowledges and agrees that the Software will automatically "time out" (that is to say, cease to operate) at the end of the Trial Period if the Recipient has not at that time accepted a full licence of the Software.
2.2   The Recipient may make such copies of the Software as are necessary to evaluate the Software on the System, but may not make any back-up or archival copies and may not load all or any part of the Software on any computer other than the System without prior written agreement from the Company.
2.3   During the Trial Period this licence may be terminated immediately by the Company giving written notice if the Recipient is in breach of any of its obligations under this Agreement. Upon termination not followed by a full licence, the Recipient shall within two working days completely delete all electronic copies of all or any part of the Software and/or Confidential Information resident in the System or elsewhere.
2.4   The Recipient shall not reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the Software or create derivative works based on the whole of or any part of the Software or incorporate the Software into any other software program not provided by the Company. The information necessary to achieve interoperability of the Software with other computer software programs is available from the Company on request.
2.5   If at any time during the Trial Period or at the conclusion thereof the Recipient decides not to accept a Licence of the Software the Recipient shall completely delete all electronic copies of all or any part of the Software and/or Confidential Information resident in the System or elsewhere.
2.6   Notwithstanding the provisions above, the Company hereby grants the Recipient a Trial Licence to use the Open Source Software on the terms of the Licences set out in Schedule 1 and clauses 2.1 to 2.4 (inclusive) shall not apply to the Open Source Software.

2.7 The Third Party Software shall be deemed to be incorporated within the Software for the purposes of the Trial Licence (except where expressly provided to the contrary) and use of the Third Party Software during the Trial Period shall be subject to the Third Party Additional Terms. The Third Party Software is licensed for use solely with the Software and may not be used on a stand-alone basis or with any other third party products.

2.8 The Recipient shall indemnify and hold the Company harmless against any loss or damage which it may suffer or incur as a result of the Recipient's breach of any Third Party Additional Terms howsoever arising (whether during the Trial Period or otherwise).

2.9 The Company may treat the Recipient's breach of any Third Party Additional Terms as a breach of this Agreement.

2.10 The Recipient agrees that, as it is only evaluating the Software and is doing so free of charge, the Company shall have no liability of any kind in any circumstances whatever including, without limitation, negligence (except for death and personal injury caused by the Company's negligence) to the Recipient in respect of the Software or the Information arising out of or in connection with this Agreement.

2.11 The Company gives no warranty of any kind in respect the Software or the Information and all statutory and implied warranties, terms and conditions are excluded to the full extent allowed by law.

2.12 The Recipient agrees that it shall have sole responsibility for the protection of its data during evaluation of the Software and that the Company shall have no liability in any circumstances whatever including, without limitation, negligence for any data loss or corruption arising out of in connection with this Agreement.

3   Licence

3.1 In consideration of payment of the Licence Fee, the Company hereby grants to the Recipient a non-exclusive, non-transferable licence to use the Software in accordance with the Licence and this Agreement.

3.2 Except pursuant to clause 3.3, the Recipient shall not reproduce, modify, adapt, merge, translate, disassemble, decompile, recompile or reverse engineer the Software or create derivative works based on the whole of or any part of the Software or incorporate the Software into any other software program not provided by the Company. The information necessary to achieve interoperability of the Software with other computer software programs is available from the Company on request.

3.3 The Recipient has the right to make backup copies of the Software to the extent such copies are reasonably necessary for the Recipient's own operational security and use within the scope of this Agreement.

3.4 The Company shall provide the Recipient with a Licence Key in respect of the Software after receipt by the Company of an appropriate request by the Recipient. It is the responsibility of the Recipient:
   3.4.1   to ensure that the Licence Key is entered into the appropriate data entry form in the Software; and
   3.4.2   to obtain and enter any subsequent Licence Key in sufficient time to ensure that continuity of operation of the Software is ensured. The Recipient should allow at least seven days for delivery of a new Licence Key by the Company following the later of the Recipient's request for a new Licence Key and receipt by the Company of any payment due.

3.5 The Company hereby grants the Recipient the right to possess and refer to the Documentation in accordance with the terms of this Agreement. The Recipient shall not copy the whole or any part of the Documentation, and shall not remove any trade mark, copyright or proprietary notices from the Documentation.

3.6 The Recipient shall only use the Software and Documentation for its internal business purposes, and shall not make the Software and/or Documentation available for use by any third party in any manner whatsoever (unless, and only to the extent, permitted by the Licence).

3.7 The Company may, on reasonable notice, visit any premises in which the Software is being used in order to determine whether the use of the Software by the Recipient complies with this Agreement. The Recipient shall grant the Company such access to its premises and to any computer hardware on which the Software is being used as is required to enable the Company to verify that this Agreement is being complied with.

3.8 Notwithstanding the provisions above, the Company hereby grants the Recipient a licence to use the Open Source Software on the terms of the Licenses set out in Schedule 1 and the preceding clauses shall not apply to the Open Source Software.

3.9 The Third Party Software shall be deemed to be incorporated within the Software for the purposes of the Licence (except where expressly provided to the contrary) and use of the Third Party Software shall be subject to the Third Party Additional Terms. Third Party Software is licensed for use solely with the Software and may not be used on a stand-alone basis or with any other third party products.

3.10 The Recipient shall indemnify and hold the Company harmless against any loss or damage which it may suffer or incur as a result of the Recipient's breach of any Third Party Additional Terms howsoever arising.

3.11 The Company may treat the Recipient's breach of any Third Party Additional Terms as a breach of this Agreement.

4   Support Services

4.1 The Company shall provide the following Support Services during Working Hours via telephone, email or facsimile, as appropriate:
   4.1.1   a telephone helpdesk facility, including advice and assistance on issues relating to the configuration of the Software;
   4.1.2   where there is a demonstrable fault in the Software which is capable of replication by the Company, the Company shall provide advice and assistance on its correction; and
   4.1.3   provision of workarounds, patches or other maintenance releases not providing any new functionality issued for the Software.

4.2 The Support Services shall not be provided:

4.2.1 where faults result from or are connected with any improper use, operation or neglect of the Software or the subjection of the Software to unusual physical or electrical stress or any failure or fluctuation in electrical power, air-conditioning or humidity controls; the Recipient's failure to implement recommendations in respect of or solutions to faults previously advised by the Company; any repair, adjustment, alteration or modification of the Software by any person other than the Company or the authorised agents of the Company without the Company's consent;

4.2.2 where faults result from the use of the Software in combination with other software, hardware, or other parts of Recipient technical infrastructure not licensed under this Agreement; or

4.2.3 in respect of an unsupported version of the Software, being a version other than the most recent version of the Software delivered to the Recipient or made available to the Recipient under clause 5.

4.3 Where:

4.3.1 performance of the Support Services is made more difficult or costly as a result of the Recipient's failure to inform the Company of a problem as soon as reasonably practicable; or

4.3.2 the Recipient requests the Company to perform the Support Services outside the Working Hours; or

4.3.3 the Recipient requests that the Company provides the Support Services at the Location,

The Company reserves the right to charge the Recipient an additional sum for the provision of the Support Services at its standard consultancy rates from time to time.

5 Upgrades

5.1 From time to time, the Company may make available upgrades, new versions or other revisions or amendments to the Software, which provide additional features or change the functionality of the Software.

5.2 Major upgrades (being a change of the Software version number before the first decimal point), shall be provided to the Recipient on payment of an additional Licence Fee, or such amount as is agreed between the parties. Minor upgrades (being any upgrade other than a major upgrade) may, at the Company's discretion, be provided to the Recipient free of charge.

5.3 Any upgrades provided to the Recipient shall form part of the Software and shall be subject to this Agreement.

6 Payment and payment terms

6.1 The Licence Fee (together with any applicable sales tax) shall be due and payable by the Recipient to the Company upon execution of this Agreement.

6.2 The Company may increase the Licence Fee at the start of each new Term upon not less than 30 days' notice in writing to the Recipient before such increase is due to take effect, provided that the Recipient may terminate this Agreement on written notice to the Company within 30 days after the Company issues notice of any such price increase.

6.3 The Company will invoice the Recipient for the amount of the Licence Fee (together with any applicable sales tax) and any other sums due under this Agreement when such sums fall due. If the Recipient does not pay the Licence Fee or any other sums due under this Agreement within 30 days of the date of the relevant invoice, The Company reserves the right to charge interest at a daily rate on all sums outstanding until payment in full is received whether before or after judgment at a rate of 4% above the official bank rate set from time to time by the Bank of England or alternatively, the Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 (at its sole discretion).

7 Intellectual property rights

7.1 The Recipient acknowledges that the Company owns, or is licensed to use (as the case may be), all copyright and other intellectual property rights of whatever nature in and relating to the Software and the Documentation together with any customisation and/or configuration work carried out by the Company under the provisions of this Agreement.

7.2 The Company warrants that the use and licence of the Software and the Documentation in accordance with this Agreement will not infringe the copyright belonging to any third party.

7.3 Subject to clauses 7.4 and 7.5 and subject to the limitation of liability set out in clause 8 if any claim is brought against the Recipient that the normal use or possession of the Software or the Documentation in accordance with this Agreement infringes the copyright of a third party (a "**Claim**"), the Company shall indemnify the Recipient against any damages that are awarded to be paid to any such third party in respect of such Claim provided that the Recipient:

7.3.1 as soon as reasonably practicable notifies the Company in writing of any Claim of which it becomes aware;

7.3.2 does not make any admission as to liability or compromise or agree any settlement of any Claim without the prior written consent of the Company (not be unreasonably withheld or delayed), or otherwise prejudice the Company or any other third party's defence of any Claim;

7.3.3 gives the Company, or such person as the Company shall direct, immediate and complete control of the conduct or settlement of all negotiations and litigation arising from any Claim; and

7.3.4 upon payment of its reasonable costs, gives the Company and any other third parties as the Company shall direct all reasonable assistance with the conduct or settlement of any such negotiations or litigation.

7.4 If a Claim is brought, the Company shall have the right in its absolute discretion and at its own expense:

7.4.1 to procure the right for the Recipient to continue using the Software and/or the Documentation in accordance with the terms of this Agreement;

7.4.2 to make such alterations, modifications or adjustments to the Software and/or the Documentation so that they become non infringing; or

7.4.3 to replace the Software and/or the Documentation with non-infringing software and/or documentation.

7.5 If the Company is unable to resolve a Claim by taking one of the actions under clause 7.4 the Company shall have the right to terminate this Agreement upon repayment to the Recipient of the Licence Fee paid in respect of the year of

termination on a pro rata basis and such right shall be the Recipient's sole and exclusive remedy under this Agreement in respect of any such Claim.

7.6   In the event of any claim attributable to the use or possession by the Recipient of the Software and the Documentation other than in accordance with the Licence and this Agreement, the provisions of clauses 7.2 to 7.5 shall not apply and Recipient shall indemnify the Company against all liabilities, costs and expenses which the Company may incur as a result of such claim.

7.7   Notwithstanding any other provision in this Agreement, clause 7.3 shall not apply to the extent that any claim or action referred to in that clause arises directly or indirectly through the possession or use of any Third Party Software or through the breach of any Third Party Additional Terms by the Customer.

8   Limitation of liability

8.1   Nothing in this Agreement shall exclude or restrict the liability of either party to the other for death or personal injury resulting from the negligent act of one party or for liability for any fraudulent misrepresentation by a party to this Agreement or for anything else which cannot be excluded at law.

8.2   Subject to the provisions of clauses 8.1 and 8.3, the liability of Company to the Recipient for direct loss in contract, tort, negligence. breach of statutory duty or otherwise arising out of or in connection with this Agreement or the Recipient's use of the Software or the Documentation or provision of the Support Services shall be limited for any one incident or series of connected incidents to the sum of the Licence Fee.

8.3   Subject to the provisions of clause 8.1, in no circumstances shall Company be liable to the Recipient whether in contract, tort, negligence, breach of statutory duty or otherwise in respect of:

8.3.1   loss of profits, anticipated savings, revenue, goodwill or business opportunity;

8.3.2   loss or corruption of or cost of restoration of data or for use of any results obtained by use of the Software; or

8.3.3   any indirect, consequential, financial or economic loss or damage, costs or expenses,

whatever or however arising out of or in connection with this Agreement or the Recipient's use of the Software or the Documentation or provision of the Support Services.

8.4   Subject to the provisions of clause 8.1, in no circumstances shall the Company be liable for any loss or damage whatever which results directly or indirectly from the Recipient's failure at all or within adequate time to request, receive and correctly enter any Licence Key in relation to the Software.

8.5   The Recipient acknowledges that the Software is provided "as is" and all conditions, warranties, terms and undertakings, express or implied, whether by statute, common law, trade practice, custom, course of dealing or otherwise (including, without limitation, as to quality, performance or fitness or suitability for purpose) in respect of the Software, the Documentation and the Support Services are hereby excluded to the fullest extent permissible by law.

8.6   If any of the limitations on the Company's liability under this Agreement are adjudged to be unreasonable in the circumstances, then such limitation shall be increased to the amount that Company can recover from its insurer for the loss in question.

8.7   The payments due under this Agreement have been negotiated and agreed on the basis that the parties may exclude or limit their liability to each other as set out in this Agreement. The parties each confirm that they will themselves bear or insure against any loss for which the other party has limited or excluded liability under this Agreement.

9   Term and termination

9.1   The Licence shall commence on the Activation Date and, unless terminated earlier in accordance with this clause 9, shall continue for the Term.

9.2   This Agreement may be terminated immediately by either party if:

9.2.1   the other commits a material or persistent breach of any term of this Agreement and that breach (if capable of remedy) is not remedied within 30 days of written notice being given requiring it to be remedied (and where such breach is not capable of remedy, the terminating party shall be entitled to terminate the Agreement with immediate effect); or

9.2.2   an interim order is made, or a voluntary arrangement approved, or if a petition for bankruptcy order is presented or a bankruptcy order is made against the other party or if a receiver or trustee is appointed of the other party's estate or a voluntary arrangement is approved or a notice is served of intention to appoint an administrator or an administrator is appointed by Court order or by any other means, or a receiver or administrative receiver is appointed over any of the other party's assets or undertaking or a resolution or petition to wind up the other party is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the above events; or

9.2.3   by the Company if there is a Change of Control of the Recipient (at its sole discretion).

9.3   Where the Licence is terminated by either party in accordance with clause 9.1 then this Agreement shall terminate in its entirety.

9.4   Upon termination or expiry of this Agreement:

9.4.1   all licences (including, without limitation, the Licence) granted under this Agreement shall immediately terminate; and

9.4.2   the Licence Key supplied to the Customer will automatically expire and the Software will cease to operate,

but any provision of this Agreement which expressly or by implication is intended to survive termination of this Agreement shall remain in full force and effect.

9.5   Any termination of this Agreement shall be without prejudice to any other rights or remedies either party may be entitled to under this Agreement or at law.

9.6   Within seven days after the termination of this Agreement (by either party for whatever reason) the Recipient shall destroy all copies of the Software and the Documentation in its possession.

9.7   The licence may be renewed for another Term by placing a new Software Order.

10   Confidentiality

10.1   Neither party shall at any time after the date of this Agreement:

    10.1.1   divulge or communicate to any person, company, business entity or other organisation;

    10.1.2   use for its own purposes or for any purposes other than those of the other party; or

    10.1.3   through any failure to exercise due care and diligence, cause any unauthorised disclosure of

any trade secrets or Confidential Information relating to the other party provided that these restrictions shall cease to apply to any such information which shall become available to the public generally otherwise than through a breach of a duty of confidentiality owed to the other party and further provided that neither party shall be restricted from disclosing the Confidential Information or any part of it pursuant to a judicial or other lawful government order, but only to the extent required by such order and subject to the party obliged to comply with such order giving the other party as much notice of the terms of the order as may be reasonably practicable.

10.2   Nothing in this clause 10 shall prevent:

    10.2.1   the Company from disclosing the Software to any third party; or

    10.2.2   the Recipient from disclosing the Software and the Licence Key to such of its employees, sub-contractors and advisors as is necessary for the Recipient to be able to exercise its rights and comply with its obligations under this Agreement, provided the Recipient informs such parties of the confidential nature of the Confidential Information before disclosure and at all times, the Recipient remains responsible for such parties' compliance with the obligations of confidentiality set out in this Agreement.

11   General

11.1   The failure or delay of Company to exercise or enforce any right under this Agreement shall not operate as a waiver of that right or preclude the exercise or enforcement of it at any time or times thereafter.

11.2   Neither party shall be liable for any delay in or for failure to perform its obligations under this Agreement, other than an obligation to make any payment due to the other party, if that delay or failure is caused by circumstances beyond the control of that party including, without limitation, fires, strikes, insurrection, riots, embargoes, or regulations of any civil or military authority.

11.3   This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement and supersedes, cancels and replaces all prior agreements, licences, negotiations and discussions between the parties relating to it. The Recipient confirms and acknowledges that it has not been induced to enter into this Agreement by, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) not expressly incorporated into it. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.

11.4   No variation of this Agreement shall be valid unless it is in writing and signed by an authorised representative of each of the parties.

11.5   The Recipient shall not be entitled to assign this Agreement nor any of its rights or obligations hereunder nor sub-license the use of the Software or the Documentation.

11.6   The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement, and nothing in this Agreement shall confer or purport to confer on any third party any benefit or any right to enforce any term of this Agreement or operate to give any third party the right to enforce any term of this Agreement.

11.7   If any provision of this Agreement shall be held to be unlawful, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such provision or part shall to that extent be severed from this Agreement and rendered ineffective as far as possible without modifying or affecting the legality, validity or enforceability of the remaining provisions of this Agreement which will remain in full force and effect.

11.8   Any notice to be given under this Agreement shall be in writing and shall be delivered by hand, sent by first class post to the address of the other party set out in this Agreement (or such other address as may have been notified). Any such notice or other document shall be deemed to have been served: if delivered by hand - at the time of delivery; and if sent by post - upon the expiration of 48 hours after posting.

11.9   Any request, instruction, information or other document issued in accordance with this Agreement may (except where this Agreement specifies a requirement for notice or notification) be sent by email to the other party at any email address as may be notified from time to time.

11.10   This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including, without limitation, non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

Schedule 1 - Open Source Software

Distributed File	Provider	Licence
PrintQueueWatch.dll		Microsoft Reciprocal License (MS-RL)
LumenWorks.Framework.IO.dll		The MIT License (MIT)
7z.dll	7 Zip	GNU Lesser General Public License (GNU LGPL)
Nomad.Archive.SevenZip.dll	Nomad.Net	The MIT License (MIT)
UNRAR.dll	RARLAB	The unrar.dll library is freeware. This means: 1. All copyrights to RAR and the unrar.dll are exclusively owned by the author - Alexander Roshal. 2. The unrar.dll library may be used in any software to handle RAR archives without limitations free of charge. 3. THE RAR ARCHIVER AND THE UNRAR.DLL LIBRARY ARE DISTRIBUTED "AS IS". NO WARRANTY OF ANY KIND IS EXPRESSED OR IMPLIED. YOU USE AT YOUR OWN RISK. THE AUTHOR WILL NOT BE LIABLE FOR DATA LOSS, DAMAGES, LOSS OF PROFITS OR ANY OTHER KIND OF LOSS WHILE USING OR MISUSING THIS SOFTWARE.

Schedule 2 – Third Party Software

Third Party Software / Distributed File	Third Party Additional Terms	Proprietary Notice
PDFNet.dll	1) The Recipient: (i) will use the Third Party Software only as an integral component of the Software; (ii) will not use the Third Party Software for development, compilation, debugging and similar design-time purposes; (iii) will not reverse-compile or decompile, analyze, reverse-engineer, reverse-assemble or disassemble, unlock or otherwise attempt to discover the source code or underlying algorithms of the Third Party Software or attempt to do any of the foregoing in relation to the object code of the Third Party Software; and (iv) will not modify, adapt, translate or create any derivative works of the Software or merge the Third Party Software into any other software. 2) The Recipient will only use, copy, modify, or transfer the Third Party Software, or any copy, adaptation, transcription, or merged portion thereof, as expressly permitted in this Agreement. The Recipient's rights will be nonexclusive, and except as permitted by the Company, non-assignable provided always, however, that the provisions set forth in this Agreement applicable to any Recipient must also apply to any permitted assignee; and 3) The Company and its licensors will have the exclusive ownership of all right, title, and interest in and to the Software, including ownership of all the intellectual property rights and confidential information pertaining thereto, subject only to the express rights and privileges expressly granted to the Recipient under this Agreement.	PDF technology powered by PDFTron PDF SDK copyright © PDFTron™ Systems Inc., 2001-2021, and distributed by DocBuster Limited under license. All rights reserved.

Third Party Software / Distributed File	Third Party Additional Terms	Proprietary Notice
Xceed.FileSystem.v7.0 Xceed.GZip.v7.0 Xceed.Tar.v7.0 Xceed.Zip.v7.0 Xceed.Compression.v7.0		Copyright © 1994-2021 Xceed Software Inc.
Atalasoft	https://www.atalasoft.com/Atalasoft/media/documents/Atalasoft-SDK-Agreement-v11.pdf	